

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: Article XII of Chapter 11-4 of the Municipal Code of Chicago is hereby repealed in its entirety and replaced with a new Article XII, as follows:

ARTICLE XII. ELECTRIC UTILITY FRANCHISE CONTROL AND ENFORCEMENT (11-4-1680 et seq.)

11-4-1680 Definitions.

(a) “Annual basis” means July 1, 2023 and every year thereafter until the termination or expiration of the agreement.

(b) “Board” means the Board of Directors for the Clean Energy and Equity Collaborative NFP.

(c) “Chief Sustainability Officer” means the head or acting head of the Chicago Office of Climate and Environmental Equity, or its successor office or department, or such Chief Sustainability Officer’s designee.

(d) “City” means the City of Chicago, a municipality of the State of Illinois and a home rule unit of government pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and where consistent with the context, its offices, departments, agencies, divisions, boards, bureaus, officers and employees.

(e) “Climate Action Plan” means a document of the same name published most recently in 2022 by the Chicago Office of the Mayor, and which may be updated from time to time and republished by the Chicago Office of Climate and Environmental Equity.

(f) “Committee” means the City Council Committee on Environmental Protection and Energy or that committee designated by the City Council as having jurisdiction over the Franchise Agreement and the EEA.

(g) “Commissioner” means the Commissioner of Assets, Information, and Services or its successor agency, or such Commissioner’s designee.

(h) “Energy and Equity Agreement” or “EEA” means the agreement of the same title between the City and the Licensee entered into pursuant to SECTION 3 of this ordinance.

(i) “Franchise Agreement” means the electric utility license agreement between the City and the Licensee entered into pursuant to SECTION 2 of this ordinance.

(j) “Licensee” means Commonwealth Edison Company, its successors, assignees and all other persons controlled by Commonwealth Edison Company.

Capitalized terms otherwise not defined have the same meaning as those same terms in the Franchise Agreement.

11-4-1690 Modification or termination of agreement.

(a) *Modification.* Any modification to the Franchise Agreement shall: (i) be in writing; (ii) establish the factual background relating to such modification; (iii) set forth the terms and conditions of such modification; and (iv) be duly executed by both the City, acting through the Commissioner, and the Licensee. Any modification to the EEA shall be in writing and agreed to by an authorized representative of each party; for the City this authorized representative must be the Mayor or the Chief Sustainability Officer or their respective duly authorized designee. Any modification to the Franchise Agreement or EEA shall take effect only upon execution and delivery thereof by both the City and Licensee. Upon such execution and delivery, the modifications shall become a part of the Franchise Agreement or the EEA, as applicable, and all other provisions of the Franchise Agreement or the EEA shall otherwise remain in full force and effect. In the case of material modifications, as defined in Section 12.3 of the Franchise Agreement, the modifications shall take effect upon the adoption of an ordinance by the City Council of the City of Chicago.

(b) *Periodic Reporting.* By July 1, 2036, based on consultation with the ComEd-City Coordination Council provided in accordance with Paragraph 3.4.2 of the Franchise Agreement, the Commissioner and the Chief Sustainability Officer shall provide a report to the Committee on the advisability of modifying or terminating the Franchise Agreement. The report shall contain two sections. The first section shall recite relevant facts, including without limitation changes in laws, public regulations, economic conditions, or in the art or methods of providing electric energy and shall conclude with a recommendation to the Committee on the advisability of transmitting a written demand for an arbitration board to consider the need for modification of the Franchise Agreement as to any issue other than term, municipal compensation, or municipal acquisition, as per Section 8.9.4 of the Franchise Agreement. The second section of the report shall recite current conditions in the financial markets, electric service rate levels and structures in comparable cities, the equitable advancement of a clean energy transition through the EEA, and other factors that assist the Commissioner in estimating the effect on ratepayers and on the City of terminating the Franchise Agreement pursuant to its terms, and shall conclude with a recommendation as to the advisability of terminating the Franchise Agreement, including a recommendation of the advisability of municipalization pursuant to Section 5 of the Franchise Agreement. The Committee shall vote on a motion to accept this report.

(c) *Termination.* The Franchise Agreement may be terminated by the City during the term of the Franchise Agreement, upon giving of a one-year written notice to the Licensee, if a Material Licensee Breach as defined in Section 3.3.1 of the Franchise Agreement has occurred. If no Material Licensee Breach occurs, the Franchise Agreement shall remain in force until at least December 31, 2037 unless there occurs an earlier municipal acquisition pursuant to Section 5 of the Franchise Agreement. If the parties by mutual agreement by December 31, 2036 exercise an option to extend the Franchise Agreement through the Extension Term, as defined in Section 1.18 of the Franchise Agreement, the Franchise Agreement shall continue in full effect until December 31, 2042 unless there occurs an earlier municipal acquisition pursuant to Section 5 of the Franchise Agreement. Beginning December 31, 2037, or, if the option to extend the Franchise Agreement is exercised, beginning December 31, 2042, either the City or the Licensee must give at least one year of written notice as described in Section 3.4 of the Franchise Agreement that it intends to terminate the Franchise Agreement. The EEA shall terminate at the earlier of December 31, 2042 or concurrently with any prior termination of the Franchise Agreement.

11-4-1700 Clean Energy and Equity Collaborative Not-for-Profit.

The Mayor, with advice and consent of the City Council, shall appoint five representatives to the Board of the Clean Energy and Equity Collaborative NFP ("Entity") as detailed in Section 3 of the EEA, including at least one member of the Energy and Equity Advisory Panel. The function of the Entity shall be to consider, discuss and determine the projects that will receive funding to achieve the goals within the Climate Action Plan, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. In accordance with the EEA, the Board will consider projects to fund from contributions by Licensee or from other sources. Also in accordance with the terms of the EEA, the Entity will to share information with the City and the public through a publicly available website or similar public communications system about the funded projects, including, but not limited to, selection criteria, granted organizations, outcomes of grantees, distributed and remaining funds, any external funds secured for distribution, and impacts of grant-funded projects on the Climate Action Plan.

11-4-1710 ComEd-City Coordination Council.

On an annual basis, the Chief Sustainability Officer shall name, consistent with the EEA, three City employees to act on the ComEd-City Coordination Council. Once named, the Chief Sustainability Officer shall report the names of the staff representatives to the Committee. The ComEd-City Coordination Council shall, among other duties listed in Section 4 of the EEA, coordinate on providing regular updates to the Committee on progress in achieving the energy and decarbonization goals of the City and the State, including goals listed in the Climate Action Plan, and other climate initiatives.

11-4-1720 Energy and Equity Advisory Panel.

The Chief Sustainability Officer shall, pursuant to a process which is mutually agreed to with the Licensee, establish an Energy and Equity Advisory Panel in accordance with Section 5 of the EEA, including naming six to twelve representatives from community organizations, not-for-profit organizations, local businesses, faith-based organizations, schools, and other stakeholders, plus one representative from the Committee and designated staff representatives from the Parties. Once named, the Chief Sustainability Officer shall report the names of the representatives to the Committee. The Energy and Equity Advisory Panel will meet at least quarterly to make recommendations to the Clean Energy and Equity Collaborative Not-for-Profit and the ComEd-City Coordination Council, as well as to the Committee to call hearings to discuss any relevant topics related to the Energy and Equity Agreement.

11-4-1730 Annual reporting to City Council.

(a) On an annual basis, the Licensee shall provide the Commissioner with an annual report, which shall contain the following information (capitalized terms used in this list have the meanings set forth in the Franchise Agreement):

- (1) an updated year-end Plant Report for the previous year;
- (2) an overview of the Licensee's construction activities in Public Ways or Property during the previous year;
- (3) an overview of the Licensee's plans for major construction projects in Public Ways or Property during the succeeding twelve months;

(4) an overview of substation inspections described in Section 8.4 of the Franchise Agreement;

(5) an overview on the Licensee's activities and initiatives regarding equal opportunity participation goals, including with respect to MBEs, WBEs, and City residents from EIEC or SEDA communities, as described in Section 7.1.3.1 of the Franchise Agreement;

(6) annual data on zip code-level arrearages, shutoffs and customer assistance distribution, as well as its specific investments and activities designed to increase utilization and awareness of assistance programs in zip codes with high arrearages and shutoffs; and

(7) any available annual reporting information as prescribed by the EEA.

(b) The Commissioner shall share this report with the Committee not more than 15 days after such information is received.

(c) The Chief Sustainability Officer, in consultation with the ComEd-City Coordination Council, shall report to the Committee, on an annual basis, an update on the goals, commitments, objectives and areas of mutual interest set forth in the EEA.

11-4-1740 Other reporting.

(a) Any report, document, record or other relevant information provided to the City pursuant to the Franchise Agreement or the EEA, including but not limited to, the annual report required pursuant to Section 8.1.1 of the Franchise Agreement, substation inspections required pursuant to Section 8.4 of the Franchise Agreement, all filings provided pursuant to Section 8.5 of the Franchise Agreement, and other enforcement information required under Section 8.7 of the Franchise Agreement, shall be provided by the Commissioner to the Committee not more than 15 days after such information is received.

(b) The Commissioner shall file a report with the Committee summarizing the biannual meeting conducted pursuant to Section 8.1.3 of the Franchise Agreement. The report shall be filed within 15 days after such meeting.

(c) The Commissioner shall file status reports with the Committee on active dockets before the Illinois Commerce Commission as well as reports on the status of pending state and federal legislation affecting the relationship between the City and the Licensee, specifically regarding rates, rate structures, conservation, energy efficiency, open access, ratepayer rights, municipal acquisition, and any further subject discussed in the EEA or any other issue that the Commissioner believes relevant to an ongoing understanding of the relationship between the City and the Licensee. These reports shall be filed with the Committee quarterly, beginning July 1, 2023.

SECTION 2. The Mayor is authorized to negotiate and enter into a Franchise Agreement with the Licensee, as these terms are defined in Section 11-4-1680 of the Municipal Code, substantially in the form attached hereto as Exhibit A (the "Franchise Agreement").

SECTION 3. The Mayor is authorized to negotiate and enter into an Energy and Equity Agreement with the Licensee, as these terms are defined in Section 11-4-1680 of the Municipal Code, substantially in the form attached hereto as Exhibit B (the "Energy and Equity Agreement").

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A

ORDINANCE AND AGREEMENT BETWEEN THE CITY OF CHICAGO AND COMMONWEALTH EDISON COMPANY

This Ordinance and Agreement (“License” or “Ordinance”) is made and entered into as of the [DATE] day of [MONTH], 2023, between Commonwealth Edison Company, an Illinois corporation and an Illinois public and electric utility (“ComEd” or “Licensee”) and the City of Chicago, an Illinois home rule municipality (“City”; Licensee and City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”), the latter operating through various offices and departments, including but not limited to its Department of Assets, Information and Services (“AIS”), Department of Aviation (“CDA”), Department of Transportation (“CDOT”), Department of Law (“DOL”), Department of Water Management (“DWM”), Chief Sustainability Officer, and Office of the Mayor.

RECITALS

WHEREAS, the City is a home rule unit of government as defined in Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and operates through various offices and departments, including but not limited to the AIS, CDA, CDOT, DOL, DWM, Chief Sustainability Officer, and the Office of the Mayor;

WHEREAS, ComEd is a corporation organized and existing under the laws of the State of Illinois and is regulated under the Illinois Public Utilities Act and the Federal Power Act;

WHEREAS, pursuant to an ordinance adopted May 25, 1948, and approved on June 10, 1948, the City of Chicago granted certain rights to ComEd to provide electric utility services within the City of Chicago (the “1948 License”);

WHEREAS, pursuant to an ordinance adopted December 11, 1991, and made effective on January 1, 1992, the City of Chicago renewed the grant of certain rights to ComEd to provide electric utility services within the City of Chicago, with certain amendments and modifications thereto (the “1992 License”), and repealed the 1948 License, except for Section 4.4 therein;

WHEREAS, CDOT is charged with managing and regulating the public right-of-way in Chicago, enforcing CDOT’s rules and regulations, and enforcing certain provisions of the Municipal Code of Chicago and CDOT regulations promulgated thereunder with respect to the activities of ComEd and other users in the public rights-of-way in Chicago;

WHEREAS, DWM is, among other things, responsible for operating and maintaining the waterworks of the City, and is a user of Licensee’s electric utility service;

WHEREAS, CDA, among other things, manages and controls two of the world’s most connected airports, and is a user of Licensee’s electric utility service;

WHEREAS, the Licensee is a public and electric utility providing service to retail customers within Chicago pursuant to rates on file with the ICC and FERC;

WHEREAS, pursuant to the Municipal Code of Chicago Section 2-51-050(18), AIS is charged with the oversight and implementation of the 1992 License;

WHEREAS, the Parties have worked together and agree to enter into a new ordinance and agreement renewing the existing grant to Licensee under the 1992 License, with certain amendments and modifications as set forth in this License; and

WHEREAS, the Parties desire to promote and support various equity initiatives as set forth herein and in the EEA (as hereinafter defined), and promote and support initiatives to provide electric service without unreasonable discrimination throughout the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

The electric utility license agreement between the City and the Licensee is renewed on the terms and conditions set forth in this License. This License shall have the effect of, and shall be, a contract between the City and the Licensee and shall be a statement of the rights and obligations of the City as well as of the Licensee.

1. DEFINITIONS

When capitalized and used in this Ordinance, the following terms shall have the meanings given, unless a different meaning is expressed or clearly indicated by the context. Words not defined herein shall be given their common and ordinary meaning.

1.1 “1948 License”: Has the meaning set forth in the Recitals above.

1.2 “1992 License”: Has the meaning set forth in the Recitals above.

1.3 “Annual Report”: The report to be provided to the City by the Licensee pursuant to Paragraph 8.1.1 hereof.

1.4 “Capital Security”: A share of capital stock or evidence of long-term debt.

1.5 “Certified”: This term shall mean, with respect to a minority business enterprise or women’s business enterprise, an organization which is (a) female-owned or minority-owned as such ownership is set forth in rules, regulations and/or definitions (collectively, “Supplier Diversity Definitions”) adopted from time to time by Licensee to meet the requirements of Section 5-117 of the Illinois Public Utilities Act (220 ILCS 5/5-117) (“Supplier Diversity Statute”), and (b) certified by either (i) one of the certifying entities identified by Licensee in its annual report submitted in accordance with the Supplier Diversity Statute and published by the ICC on its website in accordance with subsection (f) of the Supplier Diversity Statute, or (ii) to the extent not already a certifying entity described in clause (i), the City or Cook County, Illinois. The City

acknowledges receipt from Licensee of Licensee's Supplier Diversity Definitions which are in effect as of the date hereof.

1.6 "Chicago": The geographical area within the political boundaries of the City of Chicago, including all territory subsequently annexed but not including territory subsequently disconnected, as those boundaries are defined at the time service is provided by Licensee; provided that notice of any change in boundaries has been provided as contemplated by Paragraph 6.8.

1.7 "Citation": Any citation, ticket, administrative complaint, or similar notice related to an alleged violation of the Municipal Code of Chicago or any of the rules and regulations of the City.

1.8 "City": Has the meaning set forth in the introductory paragraph of this License above. Where consistent with the context, the term "City" shall include the agencies, divisions, boards, bureaus, officers, and employees of the City.

1.9 "Commissioner": In the absence of an express reference otherwise, the term "Commissioner" shall mean the Commissioner of AIS (or its successor agency) or such Commissioner's designee.

1.10 "Competent Authority(ies)": Any governmental body or forum vested by law with authority to do the act or to make the order, rule or regulation involved, including, without limitation, FERC, the ICC, and any reliability organizations or regional transmission organizations operating under the authority or supervision of one or both of FERC and the ICC. In the absence of any such other governmental body or forum, the City shall constitute a Competent Authority to the extent it has the authority to act.

1.11 "Confidential Materials": Confidential data and other materials that may be provided by Licensee in connection with this License including (a) anything that constitutes Critical Energy Infrastructure Information under federal law, (b) maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities of Licensee, (c) other information that could, in the reasonable judgement of Licensee, compromise the safety, security, or reliability of the electric system, (d) identifiable data of a person or customer other than the City, or (e) information that the Licensee asserts constitutes trade secrets, proprietary, commercial, or financial information, the disclosure of which could cause competitive harm.

1.12 "Continuation Term": The portion of the Term of this License that commences on January 1, 2028, and ends on the later of December 31, 2037 or such later date as either Party may determine to terminate as provided in Paragraph 3.4 below.

1.13 "Depreciation Reserve": The net credit balance in the Licensee's reserve for depreciation as of December 31, 2022, plus all amounts thereafter credited to such account, for or in connection with the depreciation of Utility Facilities, and less all amounts thereafter charged to such account in connection with the retirement of Utility Facilities.

1.14 “EEA”: That certain Energy and Equity Agreement to be entered by and between the City and Licensee and approved by the Chicago City Council concurrently with this License.

1.15 “Effective Date”: The date this License becomes effective pursuant to Paragraph 3.2 hereof.

1.16 “EIEC”: Equity Investment Eligible Communities (as such term is defined in the Climate and Equitable Jobs Act, Illinois Public Act 102-0662).

1.17 “Entity”: The Illinois not-for-profit entity formed or to be formed, as contemplated by the EEA.

1.18 “Extension Term”: If the Parties have mutually agreed to extend the Term as provided in Paragraph 3.4 of this Agreement, that portion of the Term of this License that shall commence on January 1, 2038, and ends on December 31, 2042, as such period may be further extended as provided in Paragraph 3.4 below.

1.19 “FERC”: The Federal Energy Regulatory Commission or its successors.

1.20 “Good Faith Efforts”: Efforts to undertake actions that by their scope, intensity, and appropriateness can reasonably be expected to accomplish a certain outcome.

1.21 “ICC”: The Illinois Commerce Commission or its successors.

1.22 “Initial Term”: The portion of the Term of this License that commences on the Effective Date and ends on December 31, 2027.

1.23 “Liability”: Actual loss or damage to property or injury to or death of persons, and actual responsibility for such loss, damage, injury or death, together with expenses of every sort and kind incident to such loss, damage, injury, death, or responsibility, including, but not thereby excluding, any other expense, court costs, fines, and reasonable attorneys’ fees.

1.24 “License”: Has the meaning set forth in the introductory paragraph of this Ordinance. Consistent with the context of its use, this term shall mean (a) the rights, privileges, and obligations created or arising under this Ordinance and procedures established pursuant to this Ordinance and (b) this Ordinance.

1.25 “Licensee”: Has the meaning set forth in the introductory paragraph of this License. In the absence of an express reference to ComEd, the term “Licensee” shall mean ComEd, its successors, assignees, and all other Persons controlled by ComEd.

1.26 “Municipal Compensation”: The compensation to be paid to the City by the Licensee as partial consideration for this License that is described in Paragraph 4. hereof.

1.27 “Municipalization Increment”: The Municipalization Increment shall be calculated as the product of (a) \$6,666,666 multiplied by (b) the remaining number of years and

fractions of years from the date of the City's written demand pursuant to Paragraph 5. to January 1, 2038; minus, if applicable, the Municipalization Off-Set.

1.28 "Municipalization Off-Set": The Municipalization Off-Set shall be calculated as (a) the amounts contributed to the Entity by the Licensee pursuant to Section 2(a) of the EEA that are recovered through its utility rates; minus (b) the amount the Licensee has subsequently contributed to the Entity as provided in Section 2(b)(i) of the EEA, provided that such amount shall never be less than zero (\$0.00).

1.29 "Overhead Utility Facilities": Poles, wires, cables, and other overhead apparatus used in the distribution of electricity.

1.30 "Parties": Has the meaning set forth in the introductory paragraph of this License.

1.31 "Person": One or more individuals or entities, including associations, firms, partnerships, limited liability companies, trusts, private corporations, municipal corporations, receivers, or trustees.

1.32 "Plant Report": A report, in a mutually agreed form, which includes all utility plant owned by the Licensee stated at original cost, showing year of acquisition or installation and analyzed into retirement plant units and classified in accordance with the System of Accounts as prescribed by the FERC, ICC, or other Competent Authority.

1.33 "Provide Electricity" or "Providing Electricity": (i) To install, construct, maintain, use, operate, improve, and enhance Utility Facilities, (ii) to manage, generate, purchase, store, transmit, distribute, sell, advertise, and promote the use or sale of electric energy, (iii) to perform actions authorized by rates or schedules filed with a Competent Authority, (iv) to take actions authorized by or necessary to perform obligations under the EEA; and (v) to direct, administer, supervise, conduct, and account for all of the same. It is understood that Providing Electricity may include, without limitation, actions by Licensee to (a) develop, implement, and promote energy conservation and electric storage, distribution, and transmission initiatives, (b) promote and support community renewable energy facilities, (c) promote and support developments and applications that advance the use of electric energy and the deployment of related technologies and resources, and (d) to promote and support the use of electricity in transportation.

1.34 "Provision of Electricity": The act or result of Providing Electricity as herein defined.

1.35 "Public Way(s) or Property(ies)": The surface, the air space above the surface, and the area below the surface of any public street and any avenue, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, viaduct, waterway, or other public right-of-way and all property owned, controlled, or leased by the City including public utility easements or rights-of-way over which the City has jurisdiction, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds

rights sufficient, without consent of any other party, to permit the Licensee the use thereof for the purpose of installing, maintaining or operating Utility Facilities.

1.36 “Rider FCA”: Tariffs that have the effect of localizing the franchise fees or costs incurred by Licensee as a result of a municipal franchise including without limitation Licensee’s Rider FCA, as filed and effective from time to time with the ICC, and any replacement or successor rider or cost recovery mechanics.

1.37 “Rider LGC”: Tariffs that have the effect of localizing the additional costs incurred by Licensee as a result of a municipal ordinance including without limitation Licensee’s Rider LGC, as filed and effective from time to time with the ICC, and any replacement or successor rider or cost recovery mechanics. For the purpose of this definition, references to Rider LGC shall include Rider FCA to the extent that a Competent Authority determines Rider FCA is applicable in lieu of Rider LGC.

1.38 “Socio-Economically Disadvantaged Area” or “SEDA”: An area of the City that has been designated as socio-economically disadvantaged by the Commissioner of Planning and Development under authority currently codified under Section 2-92-390 of the Municipal Code of the City, or as otherwise designated by the City.

1.39 “Term”: The period elapsing between the Effective Date of this License and termination of this License pursuant to Paragraph 3. hereof.

1.40 “Utility Facilities”: Include property, land, structures, plant, systems, equipment, materials, supplies, and improvements, including Overhead Utility Facilities, used in or useful for Providing Electricity, whether owned or held by Licensee under lease, license, contract, joint use, or joint ownership agreement or claim of right as of the Effective Date of this License or thereafter.

2. GRANT

2.1 Right Granted. Licensee is hereby granted a non-exclusive right to Provide Electricity in Chicago. This right includes a license to acquire, construct, install, lease, license, use, maintain, operate, and remove Utility Facilities in, upon, along, across, over and under Public Ways or Property, on the terms and conditions specified, adopted, or referenced in this License.

2.2 Conditions and Limitations.

2.2.1 Governmental Powers. The City expressly reserves the right to adopt, from time to time, in addition to the provisions contained herein, such ordinances, rules, and regulations as it may deem necessary in the exercise of the City’s governmental powers.

2.2.2 Regulation of Public Ways or Property. The City expressly reserves the right to enforce reasonable regulations concerning the Licensee’s access to or use of the Public Ways or Property, including, subject to Paragraphs 4. , 6.3.2, and 9. , requirements for permit applications, all as more particularly set forth in Paragraph 9.2 below. Nothing contained in the

foregoing shall limit the Licensee's right to challenge the legality of any such regulations or requirements in accordance with law.

2.2.3 Compliance with Laws, Rules, and Regulations. The Licensee shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules, and regulations of any Competent Authority having jurisdiction over the Licensee's activities, except insofar as the applicability or enforcement of such statutes, ordinances, judgments, decrees, orders, rules and regulations has been stayed, suspended, enjoined, or otherwise limited by (a) the Competent Authority having jurisdiction over the Licensee's activities, (b) the entity promulgating or enforcing such statutes, ordinances, judgments, decrees, orders, rules and regulations, or (c) a court having jurisdiction over the matter.

2.2.4 Jurisdiction. Notwithstanding anything in this License to the contrary, and without derogation to the provisions of this License, the rates, terms, and conditions of, and governmentally promulgated standards for, the Provision of Electricity shall be as determined by a Competent Authority, as applicable, and compliance therewith shall be determined only by such Competent Authority.

2.2.5 Consent. Whenever performance of an obligation of the Licensee hereunder requires the consent or approval of Competent Authority, the Licensee shall make a Good Faith Effort to obtain such consent or approval. The City shall take all reasonable efforts to support the Licensee in securing such consent or approval. The Licensee shall not be considered to be in default or breach of any such obligation if, notwithstanding the Licensee's Good Faith Efforts, the Licensee is unable to obtain any such required consent or approval.

3. TERM & TERMINATION

3.1 Term. Subject to termination by the City or Licensee under Paragraph 3.3 or as a result of the closing of a municipal acquisition under Paragraph 5, this License shall commence on the Effective Date and shall extend as provided in Paragraph 3.4 below.

3.2 Acceptance and Effective Date. This License shall be effective and in full force as of the date that the ordinance by which the License has been authorized takes effect (the "Ordinance Effective Date"), if within thirty (30) days of the Ordinance Effective Date, Licensee executes a written instrument approved in form and substance by the Corporation Counsel of the City, pursuant to which the Licensee: (a) accepts without qualification the rights and privileges granted by this License, subject to the included terms and conditions; and (b) executes the EEA. The Parties acknowledge that the date set forth in the initial paragraph of this License constitutes the date on which the requirements and conditions set forth in this Paragraph 3.2 have been satisfied and fulfilled, and, accordingly, such date shall be deemed to be the Effective Date for purposes of this License.

3.3 Termination.

3.3.1 Material Licensee Breach. This License may be terminated by the City during the Term, upon one year's written notice to Licensee, if a Material Licensee Breach has

occurred and is continuing. A “Material Licensee Breach” occurs if Licensee fails: (a) to remedy or cure any material breach or default of this License by Licensee within one hundred and eighty (180) days following written notice to do so by the City, if the issue of such breach or default shall not have been submitted to an Arbitration Board, defined below, pursuant to Paragraph 8.9.4 hereof (unless the Parties have agreed upon a shorter or longer time period for remedy or cure as part of the pre-arbitration resolution procedures set forth in Paragraph 8.9.3); or (b) to remedy or cure any material breach or default of this License by Licensee, the issue of which breach or default shall have been submitted to an Arbitration Board as provided in Paragraph 8.9.4 hereof, in the manner and within the time fixed in the decision of said Arbitration Board upon finding that such breach or default existed.

3.3.2 Material City Breach. This License may be terminated by Licensee during the Term, upon one year’s written notice to the City, if a Material City Breach has occurred and is continuing. A “Material City Breach” occurs if the City fails: (a) to remedy or cure any material breach or default of this License by the City within one hundred and eighty (180) days following written notice to do so by Licensee, if the issue of such breach or default shall not have been submitted to an Arbitration Board pursuant to Paragraph 8.9.4 hereof (unless the Parties have agreed upon a shorter or longer time period for remedy or cure as part of the pre-arbitration resolution procedures set forth in Paragraph 8.9.3); or (b) to remedy or cure any material breach or default of this License by the City, the issue of which breach or default shall have been submitted to an Arbitration Board as provided in Paragraph 8.9.4 hereof, in the manner and within the time fixed in the decision of said Arbitration Board upon finding that such breach or default existed.

3.3.3 Obligations upon Termination. Upon termination of this License, the City and the Licensee shall each discharge by performance all obligations due the other that arose up to the date of termination of this License. Upon the effective date of termination of this License, all rights and privileges granted to the Licensee and the City under this License shall come to an end. The Licensee, upon sixty (60) days’ written notice to the City, to be given within one year after the termination of this License as provided in this Paragraph 3, within a reasonable time may remove its Utility Facilities from the Public Ways or Property, unless the City exercises its municipal acquisition right in accordance with Paragraph 5 hereof.

3.4 Extension.

3.4.1 Extension following Initial Term. Upon expiration of the Initial Term, this License shall be automatically extended through the Continuation Term.

3.4.2 Coordination Council Discussions regarding Extension Term. By June 1, 2035, the Coordination Council, as defined below, shall have met to identify, discuss, and present the Parties’ data concerning the cooperation and performances under the License, and to discuss extending the Term of this License for the Extension Term.

3.4.3 Extension following Continuation Term. On or before December 31, 2036, the City and Licensee may mutually agree to exercise an option to extend the License through the Extension Term.

3.4.3.1 If the Parties agree to exercise the option, then upon expiration of the Continuation Term, this License shall be extended through the Extension Term.

3.4.3.2 If the Parties do not agree to exercise the option, then the Term shall automatically continue beyond December 31, 2037 until terminated by written notice given by either Party to the other, which written notice of termination shall be given no later than one (1) year prior to the effective date of such termination of the Term (as set forth in such written notice of termination). Upon such automatic continuation, this License shall continue to be in effect, with all provisions of this License retaining the same force and effect as before the automatic continuation. Any portion of the Term of this License that falls within any period after December 31, 2037 described in this Paragraph 3.4.3.2 shall be deemed to constitute a portion of the Continuation Term for purposes hereof.

3.4.4 Extension following Extension Term. If (a) the Parties mutually agree to extend the Term for the Extension Term as provided in Paragraph 3.4.3 above, and (b) neither Party has given notice to the other, on or before December 31, 2041, that it intends to permit the Term of this License to expire on December 31, 2042, or, in the case of the City, that it intends to acquire the Utility Facilities pursuant to Paragraph 5 of this License, then the Term shall automatically continue beyond December 31, 2042 until terminated by written notice given by either Party to the other, which written notice of termination shall be given no later than one (1) year prior to the effective date of such termination of the Term (as set forth in such written notice of termination). Upon such extension, this License shall continue to be in effect, with all provisions of this License retaining the same force and effect as before the extension. Any portion of the Term of this License that falls within any period after December 31, 2042 shall be deemed to constitute a portion of the Extension Term for purposes hereof.

4. MUNICIPAL COMPENSATION

4.1 Municipal Compensation.

4.1.1 Amount of Municipal Compensation. The amount of Municipal Compensation for this License shall be determined by and pursuant to the Electricity Infrastructure Maintenance Fee Law (35 ILCS 645), or its successor or replacement (the "Fee Law"). The parties acknowledge that the City has implemented the Fee Law through adoption of the Chicago Electricity Infrastructure Maintenance Fee Ordinance (Chapter 3-54 of the Municipal Code of Chicago) (the "Fee Ordinance"). The Fee Ordinance in effect as of the Effective Date is incorporated by reference herein; provided, however, in the event of any conflict between the provisions of the Fee Ordinance and this License, the provisions of this License shall control. Any amendment or repeal of the Fee Ordinance occurring after the Effective Date shall not modify this License unless and until this License is amended to reflect the amendment or repeal of the Fee Ordinance, except that if the Fee Law is repealed or invalidated without a successor or replacement, the annualized Municipal Compensation shall, for the remaining Term of this License, be equal to the Municipal Compensation that was due in the last full calendar year prior to such repeal or invalidity, but shall be increased on January 1 of each subsequent year by a percentage equal to the percentage increase for the previous twelve (12) month period, using the index month that is three (3) full months prior to the anniversary month, in the Consumer Price Index for All Urban

Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics.

4.1.2 Applicability of Certain Fees. The Municipal Compensation provided for in Paragraph 4.1.1 shall be in lieu of any permit, license, or similar fees or charges imposed by the City upon Persons for use of the Public Ways or Property, excluding the following reasonable permit, license, or similar fees or charges, charged at the City's then-standard rates, for which Licensee shall continue to be responsible: (a) loss of revenue for parking meter charges for parking meters that are required to be removed from service by work of the Licensee; (b) degradation fees where Licensee does not make timely repair of the damage to the same condition as when Licensee's work was initiated; (c) any other categories of fees or charges made applicable to Licensee through mutual agreement of the Parties; and (d) fees or charges for the Office of Underground Coordination or the 811 Chicago system. For avoidance of doubt, this Paragraph does not exempt Licensee from fines or civil penalties for which it is liable under law. Licensee shall actively participate in CDOT project coordination processes, including with respect to MOUs and dotMaps, to ensure efficient construction and final restoration in and around the Public Ways or Property on recently-restored surfaces. The City shall not unreasonably delay, withhold, or withdraw any permit or approval the Licensee is required to obtain because of any unpaid fees or charges unrelated to such permit or approval.

4.2 Offset. Costs owed to the Licensee by the City may, upon mutual agreement of the Parties, be deducted on a dollar-for-dollar basis from sums owed to the City by the Licensee.

5. MUNICIPAL ACQUISITION

Upon not less than one (1) year's prior written demand by the City, which demand shall not be given earlier than one (1) year prior to the commencement of the Continuation Term, the Licensee shall grant, bargain, sell, convey, assign, and set over to the City, or any public authority designated by the City, Utility Facilities located within Chicago that Provide Electricity to customers within Chicago, free and clear of all mortgages and other liens, for a cash consideration equal to the cost of reproduction new of such Utility Facilities, minus the depreciation in such Utility Facilities (which shall be taken to be the same proportion of the cost of reproduction new as its then Depreciation Reserve bears to its investment in electric plant), plus the net actual costs of separating the Utility Facilities to be transferred to the City from other portions of Licensee's system in accordance with the Licensee's safety, reliability, design, and performance standards, plus the Municipalization Increment; provided that the maximum consideration for the Utility Facilities shall not exceed the sum of (i) Licensee's investment in such Utility Facilities plus (ii) the Municipalization Increment, and the minimum consideration shall not be less than the sum of (x) the difference between Licensee's investment in such Utility Facilities and the amount of Licensee's Depreciation Reserve, plus (y) the Municipalization Increment. Such "Depreciation Reserve", "investment in electric plant" and "investment in Utility Facilities" shall be taken as shown by Licensee's books of account kept in accordance with applicable laws and regulations.

6. MANAGEMENT AND SERVICE

6.1 Basic Obligation. The Licensee shall, in compliance with all rates and schedules on file with Competent Authorities governing the Provision of Electricity within Chicago, furnish, provide, and maintain such service instrumentalities, equipment, and facilities as shall promote the safety, health, comfort, and convenience of its patrons, employees, and public and as shall be in all respects adequate, efficient, just, and reasonable. In furtherance of the foregoing obligation, the Licensee shall, and the City shall permit the Licensee to, from time to time, enlarge, extend, construct, and acquire Utility Facilities as Licensee shall determine to be reasonably necessary to provide adequately for the electric energy needs of users of its electrical service within Chicago. During the Term of this License, the Licensee shall comply with all laws, regulations, and orders of Competent Authorities respecting the Licensee's Provision of Electricity in Chicago pursuant to this License.

6.2 Management and Operation. During the Term of this License, the Licensee shall be honestly, prudently, and efficiently managed. Licensee shall, to the full extent of its ability, provide Utility Facilities adapted for serviceable, efficient, and economical Provision of Electricity adequate for actual and potential users thereof in Chicago, and operate and maintain such Utility Facilities reasonably and prudently and in accordance with the highest industry standards for the Provision of Electricity and applicable rules and orders of a Competent Authority.

6.3 Emergency Procedures.

6.3.1 The Licensee shall, in coordination with the City's police and fire departments, establish standard operating procedures for emergency situations, including procedures for cutting and restoring power at locations involved in police and fire emergencies. A copy of Licensee's then current standard operating procedures for emergency situations shall be included in the Annual Report, noting any substantive revisions made to the document since the previous Annual Report.

6.3.2 In the event of an emergency that the Licensee believes poses a threat of imminent harm to the public or to any of the Utility Facilities, the Licensee is hereby granted access to the Public Ways or Property without a permit to ameliorate the threatened harm. The Licensee shall advise the Executive Director of the Office of Emergency Management and Communications ("OEMC"), Superintendent of Police, the Fire Commissioner and the Commissioner of AIS, or their designees or successors, by phone and email of the emergency at its earliest feasible opportunity.

6.3.3 The Licensee shall maintain such local offices and facilities as it deems adequate for the purpose of providing the City with 24-hour emergency service pertaining to the operation of the Utility Facilities. The Licensee shall provide the City with the location and telephone number of the local office, the name of the Licensee's emergency representative and the telephone number or numbers at which the Licensee's emergency representative can be reached 24 hours a day. The contact information for the Licensee's emergency representative shall be provided in the Annual Report.

6.3.4 In satisfaction of the requirements of Municipal Code of Chicago Chapter 7-58 (Emergency Energy Plan), Licensee shall annually, no later than the end of May, submit a Summer Emergency Preparedness Plan to the City, to the Executive Director of the OEMC, and to the Commissioner of AIS.

6.4 Service Representative.

6.4.1 The Licensee shall maintain such local offices and facilities as it deems adequate for the purpose of providing repair and maintenance services and personnel available during normal business office hours to address concerns the City might have regarding the Provision of Electricity and the administration of this License. The Licensee shall designate a service representative for Chicago and provide the City with the location and telephone number of the local office and the name and telephone number of the Licensee's service representative. The contact information for the Licensee's service representative shall be provided in the Annual Report.

6.4.2 Licensee shall promptly notify the City in the event that the information required to be provided under the last two sentences of Paragraph 6.3.3 or the last sentence of Paragraph 6.4.1 is changed.

6.5 Maintenance and Standards.

6.5.1 All Utility Facilities located in or on the Public Ways or Property shall be maintained in good condition. The Licensee shall be responsible, at its expense, for the maintenance and repair of such Utility Facilities. For clarity, Licensee shall not be responsible for maintenance or repair of any vaults, rooms, chambers, corridors, tunnels, or similar spaces or enclosures which are owned, leased, or licensed by Persons (including the City) other than Licensee in which any Utility Facilities may be located from time to time ("Non-Licensee Facilities"). Licensee will provide to the City by no later than January 1, 2026 a list in an agreed format of such Non-Licensee Facilities located in or on the Public Ways or Property which are actually known to Licensee at that time. CDOT shall use best efforts to support Licensee's efforts and shall provide the Licensee with relevant information concerning the location and configuration of such Non-Licensee Facilities known to the City.

6.5.2 All Utility Facilities shall be maintained throughout the Term in such a manner that they do not create hazardous conditions on or adjacent to the Public Ways or Property.

6.5.3 Licensee shall continue to evaluate and, when and where it deems appropriate, revise, supplement, update, and implement its standards for equipment installation, fire safety, maintenance, and security at its substations. The City shall cooperate with Licensee's implementation of such standards.

6.6 Service Interruptions. Licensee shall use reasonable efforts to prevent power surges and interruptions of service. The Licensee shall use reasonable efforts to reduce the duration and frequency of service interruptions to users of its electric service in Chicago. When power surges

or interruptions occur, the Licensee shall reestablish service with the shortest possible delay consistent with general safety and public welfare.

6.7 Pricing Commitment. Except as otherwise required or allowed by law or by order of Competent Authority, the Licensee shall maintain its prices and charges for Providing Electricity at a level that is substantially equal to its cost of Providing Electricity, including the cost of capital.

6.8 Notice of Boundary Changes. The City agrees to notify the Licensee in writing of any ordinance, statute or court or administrative action that causes a change in the City's boundaries. Failure to give such notice excuses the Licensee both from non-compliance with this License and the Fee Ordinance, and from the non-collection of any municipal utility taxes within the area affected until such notice is given.

7. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

7.1 Equal Opportunity. During the Term of the License, the Licensee shall continue to make Good Faith Efforts to expand employment, business and economic opportunities on an equal-opportunity basis. The Licensee's initiatives in this area shall include the items set forth below.

7.1.1 Nondiscrimination. The Licensee shall not discriminate against any employee or applicant for employment, customer or applying customer, or any contractor or potential contractor, because of race, creed, color, religion, age, sex, gender identity, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation, or military discharge. The Licensee shall comply with all federal, state and City laws, ordinances and orders that prohibit discrimination, including, but not limited to, the aforementioned forms of discrimination.

7.1.2 Affirmative Action. The Licensee shall make Good Faith Efforts to expand and improve opportunities for minorities and women in all areas of employment, including, but not limited to, hiring, promotion, recruitment or recruitment advertising, compensation and selection for training and apprenticeship. The City and the Licensee acknowledge that the Licensee has previously undertaken efforts to achieve equal employment opportunities and currently has implemented equal employment opportunity affirmative-action plans. These efforts and the plans currently in effect shall be continued and expanded, as appropriate, to meet the goal of expanding employment, business and economic opportunities for minorities and women on an equal-opportunity basis. In view of the Licensee's efforts to date, the primary objectives of the Licensee's future affirmative-action initiatives shall be:

(a) continued improvement and expansion of employment opportunities for minorities and women in the work force of the Licensee;

(b) efforts to expand employment and promotion of minorities and women in those job categories and classifications, particularly in those managerial and professional levels, where minorities and women have been underutilized; and

(c) continuing implementation of training programs to increase the awareness of the Licensee's supervisory personnel regarding the Licensee's commitment to equal-opportunity initiatives.

Additionally, Licensee shall make Good Faith Efforts to continue implementation of programs designed to provide increased awareness of and access to employment opportunities to City residents of EIEC or SEDA communities.

7.1.3 Purchasing. The Licensee shall make Good Faith Efforts to increase contracting and procurement opportunities for minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"). The Licensee's efforts shall include Good Faith Efforts to achieve the target performance level for any supplier diversity performance metric established by the ICC by regulation or in connection with any rate plan. The City and the Licensee acknowledge that the Licensee has established a minority purchasing program and has previously undertaken efforts to promote and enhance contracting opportunities for MBEs. This program shall be continued and expanded, as appropriate, to increase contracting opportunities for MBEs and WBEs. Licensee shall include in the Annual Report a description of (i) its efforts to increase contracting and procurement opportunities for MBEs and WBEs in Chicago and (ii) its supplier diversity performance as reported to the ICC.

7.1.3.1 Participation Goals and Waivers.

The Licensee shall undertake actions that by their scope, intensity, and appropriateness can reasonably be expected to achieve the following goals:

(a) Participation of Certified MBEs in the Licensee's contracts related to design and construction and/or rehabilitation of the Licensee's Utility Facilities in, or on property owned by, Chicago equal to 32% of the total dollar value of such contracts and to achieve participation of Certified WBEs equal to 10% of the total dollar value of such contracts.

(b) Fill 35% of new Construction Worker/Overhead Helper classes (entry-level field trades roles), and fill 20% of new Customer Service Representatives classes, with City residents from EIEC or SEDA communities on an annual basis for the Term of the License.

(c) In the calculation of the participation values set forth in Paragraph 7.1.3.1(a) and 7.1.3.1(b), the Licensee's MBE and WBE coordinator may exclude contracts and classes of contracts if, notwithstanding in Licensee's Good Faith Efforts,

(i) there are no Certified MBEs or WBEs known to the Licensee that provide the materials or services required by a contract or class of contracts; or

(ii) there are no Certified MBEs or WBEs that bid on a contract or class of contracts who can provide contract materials or services of a sufficient quantity and quality to meet the Licensee's standards and specifications.

7.1.3.2 Goal Shortfalls. If there is a shortfall as of the end of any calendar year in the achievement of the goals established in subparagraphs (a) or (b) of Paragraph 7.1.3.1,

and Licensee does not make a showing that it made Good Faith Efforts to achieve those goals, then Licensee shall submit a remediation plan reasonably acceptable to the City to resolve any such shortfall. Any dispute over whether Licensee has implemented an accepted remediation plan or whether any rejection by the City of a proposed remediation plan was reasonable is subject to the dispute resolution process of Paragraph 8.9.

7.1.3.3 Regulatory Metrics and Performance. Licensee shall use Good Faith Efforts to meet or exceed, in each calendar year during which such a metric is in effect, the level of performance required to earn between zero and the maximum incentive basis points under the Supplier Diversity Performance Metric approved by the ICC and applicable to ComEd.

7.1.4 Community Outreach. The Licensee shall continue and expand, as appropriate, its community outreach programs focused on employment, training, and procurement for minorities and women and communities with high barriers to employment (including without limitation, residents returning from incarceration and individuals with disabilities). In continuing the development and implementation of these programs, the Licensee shall actively seek the advice of representative organizations. Licensee shall include in the Annual Report a description of its efforts with regard to community outreach that is focused on employment, training, and procurement for minorities, women, and communities with high barriers to employment in Chicago.

7.2 Implementation. It shall be the responsibility of Licensee to continue to undertake actions that by their scope, intensity, and appropriateness can reasonably be expected to develop and implement the equal-opportunity initiatives described in Paragraphs 7.1.3 and 7.1.3.1 above. To facilitate and assure that such actions are undertaken as required herein, Licensee shall designate the employees who shall be responsible for implementing, monitoring, and evaluating these initiatives. Licensee shall provide adequate staff and support resources to meet these responsibilities.

7.3 Annual Reporting. Licensee shall include in the Annual Report a description of its efforts to achieve the goals and objectives set forth in 7.1 and 7.2.

7.4 Duty to Cooperate with City Inspector General. Licensee shall comply with the requirements of Section 2-56-090 of the Municipal Code of Chicago.

7.5 City Resident Employment Requirement.

7.5.1 For Non-Grid Work necessary to construct the Licensee's proposed Clean Energy Training Hub as described in Exhibit A of the EEA ("CETH"), the Licensee shall follow the process described in this Paragraph 7.5 to solicit bids from (a) contractors that offer to perform the work with a Resident Worker Percentage of at least fifty percent (50%) and (b) contractors that offer to perform the work with a Resident Worker Percentage of at least fifty (50%), which work performance would also include a Resident and SEDA/EIEC Worker Percentage (which includes fifteen and a half percent (15.5%) of the fifty percent (50%) from SEDA/EIEC communities).

7.5.2 In addition, each time during the Term that Licensee, in its sole discretion, determines there is a need to contract for the performance of Non-Grid Work for an Eligible Project, Licensee shall follow the process described in this Paragraph 7.5 to solicit bids from contractors that offer perform the work with a Resident Worker Percentage of at least twenty percent (20%) and (b) contractors that offer to perform the work with a Resident Worker Percentage of at least twenty (20%), which work performance would also include a Resident and SEDA/EIEC Worker Percentage (which includes fifteen and a half percent (15.5%) of the twenty percent (20%) from SEDA/EIEC communities).

7.5.3 Licensee shall solicit and receive bids for contracts to perform Non-Grid Work that is subject to the terms of this Paragraph 7.5 as follows:

7.5.3.1 Licensee shall solicit bids for such work from qualified contractors. Licensee shall request that such qualified contractors submit bids that include the applicable Resident Worker Percentage and the applicable Resident and SEDA/EIEC Worker Percentage, if possible. Licensee shall solicit these bids in accordance with procurement terms and procedures that Licensee, in its sole discretion, determines are appropriate for the Non-Grid Work in question.

7.5.3.2 Licensee shall evaluate, in its sole discretion, the bids it receives to provide the requested services based on qualifications determined solely by the Licensee, including the bid pricing. From the qualified bids so received, Licensee shall, if it has received such bids, identify:

(a) A qualified bidder selected by Licensee who will commit to meet the applicable Resident Worker Percentage of at least twenty percent (20%) for Eligible Projects and fifty percent (50%) for CETH (an “RWP Bid”),

(b) A qualified bidder selected by Licensee who will commit to meet the applicable Resident and SEDA/EIEC Worker Percentage of at least twenty percent (20%) for Eligible Projects and fifty percent (50%) for CETH (an “RSWP Bid”), and

(c) a qualified bidder selected by Licensee who (x) has not so committed and (y) has submitted a bid with a lower aggregate contract price than the lower of the RWP Bid and the RSWP Bid (an “NRWP Bid”).

7.5.3.3 For avoidance of doubt, a qualified bidder may submit an RWP Bid, an RSWP Bid, and an NRWP Bid. Licensee shall, pursuant to Paragraph 12.6, provide notice to the City of 1) the difference in total bid cost between the RWP Bid and the NRWP Bid (“RWP Cost Difference”); 2) the difference in total bid cost between the RSWP Bid and the NRWP Bid (“RSWP Cost Difference”); 3) the percentage of the Cost Difference for the labor costs between the RWP Bid and the NRWP Bid (“CDP-R”); 4) the percentage of the Cost Difference for the labor cost between the RSWP Bid and the NRWP Bid (“CDP-RS”); and 5) an affidavit attesting to their calculation. The Licensee will also notify the City if Licensee’s Rider LGC allows for averaging the monthly recovery of the Cost Difference. Within twelve (12) business days of the provision of such notice, the City,

acting through the Commissioner, shall notify the Licensee, pursuant to Paragraph 12.6, whether it accepts the higher costs of either the RWP Bid or the RSWP Bid and acknowledges, and agrees that it will not dispute, that recovery of the RWP Cost Difference or RSWP Cost Difference (whichever the City accepts) will occur through and pursuant to the Licensee's Rider LGC. In the event that the City does not notify Licensee of its choice within that period or declines to accept either the RWP Cost Difference or the RSWP Cost Difference within the designated period above, this Paragraph 7.5.3 shall not apply.

7.5.3.4 If (i) the City accepts either the RWP Cost Difference or RSWP Cost Difference pursuant to Paragraph 7.5.3.3 above, (ii) a contract is entered into with a contractor submitting a selected RWP Bid or RSWP Bid, and (iii) the actual contract cost at the conclusion of the applicable Eligible Project or CETH project is higher than the applicable RWP Bid or RSWP Bid, then a portion of the costs incurred above the selected RWP Bid or RSWP Bid shall also be recovered through and pursuant to Rider LGC. This additional cost shall be calculated as follows: the Licensee shall determine the cost for the labor component of this additional cost, and then multiply that labor cost by the associated CDP-R or CDP-RS, whichever is applicable.

7.5.4 The City acknowledges and accepts that Licensee will incur administrative expenses in connection with its obligations under this Paragraph 7.5, regardless of whether a bid with a Cost Difference is accepted by the City. The City acknowledges, and agrees that it will not dispute, that Licensee's costs to administer the activities of this Paragraph 7.5 shall be recovered pursuant to Rider LGC.

7.5.5 If the Licensee enters into a contract pursuant to an RWP Bid or RSWP Bid under Paragraph 7.5.3, the Licensee shall provide to the City monthly reports on the associated Resident Worker Percentage or Resident and SEDA/EIEC Worker Percentage (as applicable), as and to the extent such reports are provided to the Licensee by the contractor. The Licensee shall also provide to the City a final report on the associated Resident Worker Percentage or Resident and SEDA/EIEC Worker Percentage (as applicable) at the conclusion of the associated Eligible Project or CETH project (as applicable), as and to the extent information necessary to provide such report is provided to Licensee by the contractor.

7.5.6 Notwithstanding anything else to the contrary contained herein, (1) in no event shall Licensee be required to present to the City any bid or proposal from any contractor that Licensee determines is not qualified or suited to perform the applicable Non-Grid Work, (2) nothing contained in this Paragraph 7.5 shall be deemed to require Licensee to perform, or cause the performance of, any particular Non-Grid Work at any time, and (without limitation of the foregoing) Licensee shall have the right, at any time in its sole discretion, to terminate and/or cancel the bid process for any Non-Grid Work that Licensee may have commenced pursuant to this Paragraph 7.5 if Licensee elects not to proceed with such Non-Grid Work for any reason, (3) in no event shall any bidder or proposed bidder have any rights of any kind to exercise or enforce against Licensee the terms of this Paragraph 7.5 (whether as a third party beneficiary or otherwise), (4) in no event shall the City have any rights of any kind to exercise or enforce against Licensee the rights of any bidder under any contract between such party and Licensee (whether as a third party beneficiary or otherwise), (5) in no event shall an act or omission by any bidder in the execution of

Non-Grid Work be considered a breach of the License by the Licensee, and (6) in no event shall the City have any rights of any kind to impose any penalties or fines against the Licensee for failure by any bidder which has made an RWP Bid to meet the Resident Worker Percentage or the failure of any bidder which has made an RSWP Bid to meet the Resident and SEDA/EIEC Worker Percentage.

7.5.7 Nothing in this Paragraph 7.5 shall prohibit Licensee and the City from entering into separate agreements (for example, agreements with the City involving land acquisition, planned development, or finance assistance) that may address procedures relating to a Resident Worker Percentage or Resident and SEDA/EIEC Worker Percentage (as applicable) and in such instances, the terms of such separate agreements shall govern in lieu of this Paragraph 7.5, excluding those portions of this Article concerning the applicability of Rider LGC.

7.5.8 For the avoidance of doubt, the City agrees that this Paragraph 7.5 is an ordinance compelling the Licensee, directly and indirectly, to provide a service in addition to, different from, or instead of a service which the Licensee would otherwise be required to provide.

7.5.9 If at any point the full recovery of costs incurred by the Licensee for administration of this Paragraph 7.5 or the recovery of the Cost Difference through Rider LGC, Rider FCA, or their successors are limited, reversed, denied, discontinued, or such costs are otherwise not recoverable by Licensee pursuant to Rider LGC or Rider FCA because of an order of a Competent Authority, Licensee's responsibilities under this Paragraph 7.5 shall cease.

7.5.10 For the purposes of this Paragraph 7.5, the following terms shall have the respective meanings specified below:

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

“Eligible Project” shall mean a discrete construction or rehabilitation project involving Non-Grid Work located at one specific site located exclusively within the City of Chicago which project has a budgeted capital investment (exclusive of contingencies) exceeding \$50,000,000 (as such costs are reasonably estimated by Licensee).

“Non-Grid Work” for Eligible Projects shall only mean grading, excavation (excluding hydrovac activities), foundation construction, security and guard services during a project, temporary fencing required during project construction, landscaping, paving, and the following office construction activities: interior carpentry, plumbing, drywalling, painting, flooring, and cubicle construction performed by a third party contractor for Licensee. Non-Grid Work for the CETH shall only mean foundation construction, security and guard services during construction, temporary fencing required during construction, landscaping, paving, building retrofit and rehabilitation, and the following office construction activities: interior carpentry, plumbing, drywalling, painting, flooring, and cubicle

construction performed by a third party contractor for Licensee. Notwithstanding the foregoing, Non-Grid Work for Eligible Projects and for the CETH does not include work involving contact with, or special skill or experience working with, (a) electrical substations and/or electrical vaults, or (b) electric distribution, transmission and/or communications equipment, facilities, fixtures, improvements, or installations. For the avoidance of doubt, Non-Grid Work shall not include (i) work on or involving equipment, facilities, fixtures, improvements or installations used in the generation, storage, delivery, distribution, or transmission of electrical energy including without limitation wires, lines, cables, fiber, conduit, transformers, relays, switches, batteries, battery storage facilities and enclosures, microwave equipment, generators, microgrid installations and control, measurement, and safety systems, and supporting structures and/or facilities (including, without limitation, poles and towers), (ii) maintenance and/or repair work that does not involve construction or demolition, (iii) environmental investigation, testing, inspection, consultation, remediation and/or clean-up work, (iv) the purchase, acquisition, procurement, storage, moving or relocation of property, materials, equipment, facilities or other property, (v) professional services, such as accounting, engineering, architectural, appraisal, finance, legal, and/or consulting services, (vi) temporary support due to absences of regularly employed personnel or vacancies, or (vii) work performed by employees of Licensee or any of its affiliates. In addition, if Licensee determines in good faith that work that would otherwise qualify as Non-Grid Work must, in whole or in part, be performed on an emergency or otherwise time-sensitive basis that would not accommodate the procedures contemplated by Paragraphs 7.5.2 and 7.5.3 above, then such work shall not constitute Non-Grid Work and shall not be subject to the requirements of this Paragraph 7.5. The application of the criteria set forth in this definition will be made by Licensee at its sole discretion.

“Resident Worker Percentage” shall mean the percentage of worker hours performed on the site of an Eligible Project or CETH project (as applicable) by actual residents of the City of Chicago, Illinois, in comparison to the total hours performed for the scope of applicable Non-Grid Work.

“Resident and SEDA/EIEC Worker Percentage” shall mean the percentage of worker hours performed on the site of an Eligible Project or CETH project (as applicable) by actual residents of the City of Chicago of whom at least 15.5 percent shall be made up of residents located in EIEC or SEDA communities.

8. ENFORCEMENT AND INFORMATION

8.1 Ongoing Reports and Meetings.

8.1.1 Annual Report. On or before April 1 of each calendar year, beginning June 1, 2023, the Licensee shall provide the Commissioner with an Annual Report containing the following information: (a) an updated year-end Plant Report for the previous year; (b) an overview of the Licensee’s construction activities in Public Ways or Property during the

previous year; (c) an overview of the Licensee's plans for major construction projects in Public Ways or Property during the succeeding twelve months; (d) an overview of substation inspections described in Paragraph 8.4; (e) an overview on the Licensee's activities and initiatives as described in Paragraph 7.1; (f) annual data on zip code-level arrearages, shutoffs and customer assistance distribution, as well as its specific investments and activities designed to increase utilization and awareness of assistance programs in zip codes with high arrearages and shutoffs; and (g) any available annual reporting information as prescribed by the EEA. The Licensee shall concurrently provide the City with a redacted version of the Annual Report in accordance with the requirements of Paragraph 8.8 for disclosure to the public.

8.1.2 Reliability Reports. The Licensee shall use reasonable efforts to periodically provide to the City reports on reliability data twice a year. (a) The first periodic report shall provide the data and reports set forth in Schedule 1 attached hereto, and shall be provided by April 1 ("First Periodic Report"); and (b) the second periodic report shall provide the data and reports set forth in Schedule 2 hereto and shall be provided to the City by October 1 ("Second Periodic Report").

8.1.3 Meetings. The City and the Licensee shall hold periodic meetings to discuss electric service performance within the City, including the reliability thereof. The first periodic meeting shall be to discuss the Annual Report, the First Periodic Report, and such other matters incident to this License as either Party deems appropriate. Executives of Licensee and the Commissioner shall attend. The meeting shall be held in the second quarter of each year unless an alternative date is mutually agreed upon by the Parties. The meeting may be held before a City Council Committee or other forum to allow public participation. The second periodic meeting shall be to discuss the Second Periodic Report. The meeting shall be held in the fourth quarter of each year unless an alternative date is mutually agreed upon by the Parties.

8.2 Accounts and Reports; Audit Rights. The Licensee shall keep its books and records in accordance with the regulations of the ICC and any other Competent Authority. The Licensee shall permit the City to inspect or audit its books, accounts, correspondence, documents, and data for the purpose of ensuring that the Licensee is complying or has complied with the provisions of this License, other than those matters referenced herein that are subject to the exclusive jurisdiction of a Competent Authority other than the City. Any such inspection or audit shall be conducted during normal business hours upon reasonable written notice specifying the purpose of such inspection or audit, and the City shall provide Licensee with copies of all inspections, reports, findings or audits promptly after completion thereof. Any such inspection or audit of Licensee's financial books and accounts shall be conducted by or under the supervision of a certified public accountant employed or engaged by the City.

8.3 Physical Inspection. In the event that the City has reasonable concerns regarding Licensee's compliance with the terms of this License and notifies Licensee in writing thereof, the Licensee shall permit the City to inspect the Utility Facilities located in Chicago for the purpose of ensuring that the Licensee is complying or has complied with the provisions of this License, other than those matters referenced herein that are subject to the exclusive jurisdiction of a Competent Authority other than the City. Any such inspection shall be conducted during normal business hours upon reasonable written notice specifying the purpose of such inspection, and City

shall provide Licensee with copies of all inspections, reports, or findings promptly after completion thereof. Any such inspection shall be conducted through a qualified person acting under the direct supervision and responsibility of a professional engineer.

8.4 Substation Inspections. Licensee agrees to conduct regular inspections, including visual and thermographic inspections, of its distribution substations located in Chicago on a periodic basis determined by Licensee. Licensee considers a variety of factors in determining its schedule for conducting inspections of its substations in Chicago, including the criticality and impact of a potential outage of the relevant substation components, how often the components are used, and the environment in which the components operate, with appropriate adjustments based on system configuration, operating experience, failure history and/or regulatory requirements, and Licensee shall have the right to modify its substation inspection schedule from time to time based on the foregoing factors (and/or other factors which Licensee deems relevant). Licensee shall include in the Annual Report a summary of its substation inspection activities, including material corrective actions taken or planned to be taken as well as any substantive revisions made to the inspection schedule.

8.5 Filings. The Licensee shall via email to “ComEdICCFilings@cityofchicago.org” timely provide to the City (a) a copy of each tariff filing or public filing initiating a proceeding affecting the nature, or generally applicable rates, terms, or conditions, of the Provision of Electricity within Chicago, (b) a copy of each report publicly filed by Licensee with the ICC, FERC, and the Illinois Power Agency, and (c) a notice of the commencement of any regulatory proceeding at the ICC, FERC, or other Competent Authority to authorize or direct the transfer or assignment of any of its rights, privileges, or obligations under this License.

8.6 Limitation for Confidential Information. The reports described in Paragraph 8.5 shall not be provided to the City to the extent that the Licensee is required by law or regulation to keep such reports confidential.

8.7 Other Enforcement Information. The Licensee shall from time to time furnish such additional information or documents as the City reasonably deems necessary to assess the Licensee’s compliance with the provisions of this License, other than those matters referenced herein that are subject to the exclusive jurisdiction of a Competent Authority other than the City. Such information and documents shall be provided upon reasonable written request specifying the purpose for which such information or documents are requested, which purpose shall be a proper purpose under this License and necessary for the City to assess the Licensee’s compliance with this License; provided, that the Licensee shall not be required to provide information as to which it has a legal privilege or legal grounds to refuse to provide. The City may only require additional information or documents be provided as part of a new periodic reporting obligation, or incorporated into one of the Licensee’s existing periodic reporting obligations under this License,

if the City can articulate to the Licensee how and why the provision of such additional information or documents would reasonably assist in the improvement of Licensee's Provision of Electricity.

8.8 Disclosure of Documents or Information.

8.8.1 The Licensee understands and agrees that the City is subject to the Illinois Local Records Act, 50 ILCS 205/1 et seq., ("ILRA") and the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., ("FOIA") subject to the provisions of this License. Nothing in this Agreement shall prevent the City from complying with its obligations under ILRA or FOIA. The City agrees that no documents or information provided to the City by the Licensee in accordance with this License or otherwise shall be made available to the public to the extent such documents or information are exempt from disclosure under the provisions of FOIA, Section 4-404 of the Illinois Public Utilities Act, as such statutes may be amended from time to time, or a regulation or protective order issued by a Competent Authority. The Licensee shall mark all documents or information (or portions thereof) it believes in good faith constitute Confidential Materials as "Confidential" and shall simultaneously with the delivery of Confidential Materials to the City provide redacted materials for public dissemination.

8.8.2 The City acknowledges that it is Licensee's position that the Confidential Materials provided to the City by Licensee are exempt from production under FOIA and ILRA. Licensee shall identify personnel who should be contacted by the City FOIA officer in the event the Confidential Material is requested pursuant to a FOIA request, subpoena, or other court order or legal action (the "Licensee Contact Person"). Licensee will provide updated contact information for the Licensee Contact Person to the City FOIA officer should the name or contact information of the Licensee Contact Person change over time.

8.8.3 Should the City receive a request or otherwise be required to disclose any Confidential Materials by law or in a legal or regulatory proceeding, the City shall provide the Licensee with prompt notice of any such request or requirements to provide all Parties an opportunity to seek a protective order or other appropriate remedy. Upon receipt of such notice, the Licensee shall promptly notify the City if it objects to disclosure of such Confidential Materials and/or desires to defend against such legal or regulatory proceeding. In addition to the notice required by Paragraph 12.6, the City shall provide this notice by electronic mail to an address designated by Licensee with a subject line including "URGENT FOIA REQUEST." If the Licensee does not respond to such notice within seven (7) business days of Licensee's receipt of such notice or notifies the City that it does not object to disclosure of such Confidential Materials, the City will not be required to defend against such proceeding and will be permitted to release all or a portion of the Confidential Materials. The Licensee may seek to intervene at its own expense in any legal action resulting from the City's denial of a request to disclose a portion or all of the Confidential Materials where the Licensee objects to the release of the Confidential Materials in order to defend the claim of exemption from disclosure, and the City shall support such intervention into the proceeding. The Parties shall cooperate with each other and their respective counsel in any Party's efforts to prevent such disclosure of Confidential Materials, and, unless Licensee otherwise consents in writing, the City shall not release any Confidential Materials except to the extent required to do so by a final non-appealable order issued by a court of competent jurisdiction. The Licensee shall reimburse the City for reasonable legal fees of outside counsel and court costs

incurred by the City in such a legal action and shall indemnify the City for any attorneys' fees or penalties assessed against the City by a final non-appealable order issued by a court of competent jurisdiction as a result of an unsuccessful defense of a denial by the City of the request to release on grounds asserted by the Licensee, and at the Licensee's urging.

8.9 Dispute Resolution.

8.9.1 All disputes arising out of, relating to, or in connection with this License (except the issuance of Citations by the City to the Licensee), including any question as to whether such dispute is subject to arbitration or a circumstance in which one party claims that the other party has failed to fulfill any of its obligations under this License, shall be resolved by negotiation as set forth in this Paragraph 8.9, and, if such negotiation does not resolve such dispute, by binding arbitration as set forth in this Paragraph 8.9. The Parties agree that this Paragraph 8.9 is fully enforceable to the fullest extent provided by law.

8.9.2 Prior to submitting any matter involving an actual or alleged failure by a Party (a "Non-Complying Party") to observe, perform or satisfy any of the terms or conditions of this License to the pre-arbitration procedures set forth in Paragraph 8.9.3, the other Party (the "Complying Party") shall notify the Non-Complying Party in writing of the terms and conditions of this License that the Complying Party believes the Non-Complying Party has not observed, performed, or satisfied. The notice shall inform the Non-Complying Party of the actions that the Complying Party believes the Non-Complying Party must take to correct the violation and shall grant the Non-Complying Party a reasonable period of time to cure such failure or violation. In the case of an emergency, the notice need not be in writing.

8.9.3 No dispute may be arbitrated unless and until the pre-arbitration procedures in this Paragraph 8.9.3 have been completed.

- a. Any Party having any dispute with the other Party and seeking resolution of such dispute shall notify the other Party of such dispute in writing. In order to provide any such notification, the applicable Party shall have first complied with Paragraph 8.9.2.
- b. Within fifteen (15) business days of receipt by one Party of written notice of such dispute from the other Party, Licensee's Director of External Affairs and the City's Deputy Commissioner of AIS shall meet in person (or by telephone if an in-person meeting is impracticable) and attempt in good faith to resolve such dispute (the "Initial Meeting"). The Commissioner of AIS shall designate an individual to attend the Initial Meeting should there be a vacancy in the position of Deputy Commissioner, or should such position not be in existence at the time such Initial Meeting is scheduled to occur.
- c. If the Parties are unable to resolve the dispute at the Initial Meeting, any Party may inform the other Party in writing that the dispute remains unresolved (the "First Notice of Non-Resolution"). Within

fifteen (15) business days of receipt of the First Notice of Non-Resolution, a Senior Vice President (or more senior officer) of the Licensee and the Commissioner of AIS of the City shall meet in person (or by telephone if an in person meeting is impracticable) and attempt, in good faith, to resolve such dispute (the “Second Meeting”).

- d. If the Parties are unable to resolve the dispute at the Second Meeting, any Party may inform the other Party in writing that the dispute remains unresolved (the “Second Notice of Non-Resolution”). Within fifteen (15) business days of receipt of the Second Notice of Non-Resolution, the Parties shall exchange reasonably detailed written position papers, followed within another ten (10) business days by a further meeting between the Senior Vice President (or more senior officer) and the Commissioner of AIS.
- e. If, after the meetings contemplated above, (1) the Senior Vice President (or more senior officer) of the Licensee and the Commissioner of AIS, after following the procedures set out in Paragraph 8.9.3, jointly conclude that amicable resolution through continued negotiation of the dispute does not appear likely; or (2) either Party informs the other Party in writing of its position that the dispute cannot be resolved through negotiation, the Parties shall engage in a non-binding mediation administered by the American Arbitration Association or its successor (“AAA”) under its Commercial Mediation Procedures.
- f. If that mediation does not resolve the dispute within thirty (30) business days of the commencement of such mediation (*i.e.*, the first meeting among the Parties and the mediator), any Party may initiate a binding arbitration, as provided in Paragraph 8.9.4 of this License.
- g. Statements made by representatives of the Parties during the pre-arbitration resolution procedures set forth in this Paragraph 8.9.3 (including the position papers in clause (d) immediately above) shall be confidential and considered part of settlement negotiations and shall not be admissible as evidence in any Arbitration Board (as hereinafter defined) proceeding or any litigation or other proceeding between the Parties without mutual consent of the Parties.

8.9.4 If the Parties do not resolve the dispute pursuant to the procedures described in Paragraph 8.9.3, the dispute shall be exclusively and finally settled by the formation of an arbitration board (the “Arbitration Board”). Such arbitration shall be confidential except as reasonably necessary to enforce any arbitration award in a court of law.

- a. Unless the Parties otherwise agree, the Arbitration Board shall consist of three neutral and non-conflicted attorneys or former judges, each of whom shall have a minimum of fifteen (15) years of experience as lawyers or judges and have no direct or indirect interest in any Capital Security issued by either the City or Licensee. One member of the Arbitration Board will be selected by the City and one by Licensee, and the third (who shall act as Chair of the Arbitration Board) by the two so selected if they can agree within fifteen (15) business days, otherwise by the AAA pursuant to the AAA's Commercial Arbitration Rules ("AAA Rules"). Each member of the Arbitration Board shall act as a neutral arbitrator. The members of the Arbitration Board shall serve for such term and compensation as the City and Licensee shall mutually agree upon, or if they are unable to agree, then as fixed by the AAA pursuant to the AAA Rules.
- b. The Parties may agree, within ten (10) business days of the initiation of a dispute (*i.e.*, within ten (10) business days of the receipt by any Party of a notice of arbitration), to submit any technical dispute under this License to a technical Arbitration Board (the "Technical Board") consisting of three neutral and non-conflicted consulting engineers who shall have been engaged exclusively in private practice as such for at least five years immediately prior to their appointment and who have no direct or indirect interest in any Capital Security issued by either the City or Licensee. In such event, one member of the Technical Board will be selected by the City and one by Licensee, and the third (who shall act as Chair of the Arbitration Board) by the two so selected if they can agree within fifteen (15) business days, otherwise by the AAA pursuant to the AAA Rules. Each member of the Technical Board shall act as a neutral arbitrator. The members of the Technical Board shall serve for such term and compensation as the City and Licensee shall mutually agree upon, or if they are unable to agree, then as fixed by the AAA. The terms and conditions described in subsections c through j below shall also apply to the Technical Board.
- c. If the Parties agree that circumstances warrant (for example, but not as a limitation, in a matter involving a relatively low dollar amount), the Parties may agree to resolve the dispute using a single Arbitration Board member. If the Parties so agree, the Arbitration Board member will be selected by agreement of the Parties within fifteen (15) business days, or otherwise by the AAA pursuant to the AAA Rules.
- d. In the event any Arbitration Board member shall die or for any other reason refuse or be unable to act, his or her successor shall be appointed in the same manner and by the same person or persons as such member was appointed. Pending the appointment of such successor, all proceedings before said Arbitration Board shall be stayed; provided,

that if either the City or Licensee shall, for a period of thirty (30) days after notice is given to it by the other, fail or refuse to appoint a member to the Arbitration Board or a successor to a member of the Arbitration Board as herein set forth in this connection, then the member of the Arbitration Board appointed by the other Party and the third member appointed, if necessary, by the AAA aforesaid, shall constitute the Arbitration Board and function as such until such member or successor shall be appointed.

- e. The Arbitration Board shall follow the AAA Rules for Large, Complex Cases, except where they conflict with the provisions of this License, in which case(s) the provisions of this License shall control.
- f. Any hearing shall take place in Chicago, Illinois, unless otherwise agreed in writing by the Parties.
- g. All decisions, awards and recommendations made by the Arbitration Board shall be provided in a written, reasoned award, which provides the outcome and the reasoning for the outcome. All awards shall be concurred in and signed by at least two members of the Arbitration Board (unless the Parties have agreed to use a single Arbitration Board member, in which case any award shall be signed by that Arbitration Board member), and copies thereof shall be given to the City and Licensee promptly thereafter.
- h. Any award of the Arbitration Board or a majority thereof shall be final, binding, and conclusive upon both the City and the Licensee and shall be a condition precedent to any act, action at law or suit in equity by either the City or the Licensee to which said matters or any thereof, is or are relevant or determinative. Judgment on any award may be entered by any court with competent jurisdiction.
- i. Each Party irrevocably waives its right to a trial by jury, as well as its right to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration.
- j. Upon the written demand of either the City or the Licensee (which demand may be made by either the City or the Licensee not more often than once in any period of five consecutive years), the Arbitration Board may issue a written and reasoned award determining whether any change in laws, public regulations, invalidity of any of the provisions of this License, economic conditions or in the art or methods of Providing Electricity has caused any provision hereof (except provisions with respect to Term, Municipal Compensation or municipal acquisition) to become unreasonable or unfair to either the City or the Licensee or to

both, and if so, to recommend to the City and the Licensee the manner in which such unreasonableness or unfairness should be corrected, which recommendation may be enacted into an ordinance amending the provisions of this License, which amendatory ordinance shall be in force from the date of its acceptance in writing by the Licensee.

8.9.5 Except as may otherwise be provided elsewhere in this License, each Party shall be responsible for payment of the costs, fees and expenses of its own respective attorneys, consultants and experts retained in connection with any dispute hereunder. The costs, fees and expenses of any Arbitration Board engaged pursuant to this Paragraph 8.9 shall be split equally between the Parties.

9. USE OF PUBLIC WAYS OR PROPERTY

9.1 Non-Exclusive Grant.

9.1.1 Nothing in this License shall be construed to grant the Licensee an exclusive license to operate in Chicago. Except as otherwise provided herein, or by Competent Authority, the Licensee's work in or occupancy of the Public Ways or Property shall be at no direct expense to the City.

9.1.2 The City reserves the right to make a similar use itself, or to make a grant for a similar use by any other Person, of the Public Ways or Property.

9.1.3 The Licensee shall not unreasonably interfere with the use or occupancy of the Public Ways or Property by others. The City agrees to require all other contractors, subcontractors, franchisees, licensees and permittees in the Public Ways or Property to agree not to interfere unreasonably with the rights of the Licensee in the Public Ways or Property.

9.2 Permits and Procedure.

9.2.1 Subject to Paragraphs **Error! Reference source not found.**, 6.3.2, 12.1, and 12.2, the Licensee shall obtain all required permits before beginning any construction or other work in the Public Ways or Property. The Licensee shall comply in all material respects with the standard permit procedures of the City's departments for its operations in Chicago. The City shall not unreasonably delay, withhold, or withdraw any permit or approval the Licensee is required to obtain. In the event that any such permit is so delayed, withheld or withdrawn, the Licensee's failure to perform the work for which such permit is required shall not be deemed a breach or derogation of its obligations under this License. The terms and conditions of any permits or approvals issued to Licensee (including, without limitation, any cure periods therein) shall not be less favorable to Licensee than the City's standard terms and conditions applicable to such permits and approvals. The City may inspect the Licensee's work in the Public Ways or Property to assure that such work complies with permit requirements.

9.2.2 Easements. Licensee and the City, acting by and through the commissioner of the City department having authority over the Public Ways or Property with respect to any such rights with concurrence of the Corporation Counsel (or his or her designee),

may determine from time to time that, rather than granting Licensee with rights in the nature of a license with respect to certain Public Ways or Property to be used by Licensee pursuant to this License it is appropriate for City to grant Licensee easement rights to such Public Ways or Property pursuant to this License, and that any such easement rights granted to Licensee may be perpetual in duration or may otherwise have a term that extends beyond the Term of this License. For the avoidance of doubt, compensation for any such easement or other real property rights shall not be deemed covered by the Municipal Compensation under this License and shall be addressed separately for each such right, as applicable.

9.3 Restoration of Streets and Property. When the Licensee does any work in or affecting the Public Ways or Property, it shall, subject to any policies agreed pursuant to Paragraph 10.3.3, and at its own expense, promptly remove any obstructions therefrom and restore such Public Ways or Property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. If weather or other conditions do not permit the complete restoration required by this Paragraph, the Licensee may temporarily restore the affected Public Ways or Property, provided that such temporary restoration is at the Licensee's sole expense and provided further that the Licensee promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. The Licensee shall restore the Public Ways or Property pursuant to generally applicable rules and regulations of the City, subject to any policies agreed pursuant to Paragraph 10.3.3. If the Licensee fails to promptly restore the Public Ways or Property as required by this Paragraph 9.3, the City may, upon giving, and provided Licensee has not undertaken to cure such failure, 14 days' prior written notice to the Licensee, restore such Public Ways or Property or remove the obstruction therefrom, at the expense of the Licensee. The City shall not be obligated to provide prior written notice to Licensee pursuant to the preceding sentence if the City reasonably determines that an emergency situation exists that requires immediate restoration of such Public Ways or Property or removal of the obstruction therefrom.

9.4 Relocation. After receipt of written notice from the City (a "Relocation Request Notice"), the Licensee shall, at its own expense, temporarily or permanently relocate any Utility Facilities to another Public Way or Property or change or alter the position of any Utility Facilities in Public Ways or Property, or, at Licensee's election, remove or relocate the applicable Utility Facilities to property owned or controlled by Licensee, whenever the City shall have reasonably determined that such removal, relocation, change, or alteration is necessary (a) to the construction, repair, maintenance, improvement or use of such Public Ways or Property; (b) to the location, construction, replacement, maintenance, improvement, or use of other property of the City; or (c) for the operations of the City. If any such Utility Facilities contain a 34 kV or greater line, the City's Relocation Request Notice shall include the basis for the City's determination that such relocation, change, alteration, or removal is necessary for clause (a), (b) or (c) above. Licensee shall complete any such relocation, change, alteration, or removal within a reasonable time after Licensee's receipt of the applicable Relocation Request Notice, considering all relevant factors, including, without limitation, the nature and voltage of the applicable Utility Facilities, the scope of the work involved in such relocation, change, alteration, and/or removal, and any governmental or regulatory approvals required in connection therewith. The City acknowledges that any work required to be performed by the Licensee in connection with such relocation, change, alteration, or removal shall not by reason of this License be subject to any sourcing requirements of the City. The City agrees

to use its reasonable efforts to engineer its projects in the Public Ways or Property so as not to require any such relocation, change, alteration, or removal. If such relocations, changes, alterations, or removals cannot be avoided, the City shall take reasonable steps to minimize or mitigate Licensee's costs. Licensee will not be responsible under this License for any expense in connection with relocations, changes, alterations, or removals for the purpose of assisting private projects or projects for the benefit of other governmental entities (including, but not limited to, the Chicago Transit Authority, the Chicago Park District, the Chicago Housing Authority, the Chicago Board of Education, the Public Building Commission of Chicago, and City Colleges of Chicago) or similar governmental instrumentalities other than the City itself (regardless of whether the City is or may be a source of funding for such private projects or projects of any such other governmental entities or instrumentalities). To the same extent as such expenses would be the responsibility of any other customer of Licensee, if, pursuant to this Paragraph 9.4, the City requires the relocation, change, alteration, or removal of a Utility Facility that exclusively provides service to buildings or structures owned or operated by the City, expenses incurred by Licensee in connection with such relocation, change or alteration shall be the responsibility of the City.

9.5 Vegetation Management in Rights of Way.

9.5.1 Licensee shall implement and maintain a reliability based or cyclic trimming cycle pursuant to which Licensee shall cause, at its own expense, the normal growing trees and vegetation growing upon or overhanging any of the Public Ways or Property in the City where Utility Facilities are erected to be trimmed in such a manner that there shall be a proper clearance between the nearest wires or equipment and any portion of the trees or vegetation. Said trees and vegetation shall be trimmed so that no branches, twigs, or leaves interfere with the Utility Facilities. The Licensee shall exercise reasonable care to avoid unnecessary destruction of or serious harm to trees located in the Public Ways or Property. Licensee shall maintain a computerized system to track its vegetation management efforts in Chicago. The Licensee shall notify the City no less than seven (7) days before it plans to perform such work.

9.5.2 When a downed tree or portion of a tree poses an immediate threat to public safety due to its proximity to one of Licensee's power lines or energized structures, and the City requests Licensee to assist in removal of the tree or drop the power to the affected equipment during the tree removal, Licensee shall take prompt and reasonable action necessary to eliminate the public safety threat related to Licensee's power lines and energized structures.

9.5.3 When an undamaged tree is 10 feet or closer to one of Licensee's power lines or energized structures, and, the undamaged tree does not allow for City personnel to safely, under applicable National Electrical Safety Code standards, access the tree for trimming, and the City notifies Licensee of the need for assistance in conducting such trimming, Licensee shall perform such work within Licensee's control that the Parties agree is necessary to provide safe access for City personnel within ten (10) days of receipt of such notice.

9.5.4 The Licensee and the City agree to maintain a cooperative program for the removal and replacement of certain municipally owned trees located in the Public Ways or Property which conflict or potentially conflict with the Utility Facilities; the Coordination Council will facilitate discussions between the Licensee and the City concerning this program with a goal

of developing guidelines within six months following the Effective Date. The City further agrees to implement a policy for the purpose of regulating tree planting on the Public Ways or Property to allow only such low-growing tree species as will not attain a mature height that will conflict with primary electrical lines and thereby require line clearance maintenance. Such policy shall not be required to preclude planting upright, columnar, or pyramidal shaped trees to the side of power lines, thereby avoiding the need for severe and disfiguring line clearance tree trimming. The City further agrees that it will attempt to locate new trees and other new vegetation on the Public Ways or Property to minimize contact with Licensee's Utility Facilities. The Licensee agrees that it will attempt to locate new Utility Facilities on the Public Ways or Property installed in other than emergent circumstances to minimize impacts to existing City trees.

9.6 Use of Utility Poles and Conduit. The Licensee shall grant the City permission, at the City's sole risk and expense, to use the Licensee's conduit and poles located in Public Ways or Property, for any lawful purpose as may be reasonably required by the City; provided however, that such use (i) shall be exercised under the Licensee's supervision and direction, (ii) shall not materially interfere with the Licensee's current or planned use of the conduit and poles, (iii) shall comply with (and shall not cause Licensee's use of its conduits and/or poles to fail to comply with) all applicable safety, reliability, design, and performance standards, and (iv) shall not be for the purpose of allowing any Person other than Licensee to transmit or distribute electricity. The City shall be entitled to make such use without charge; provided however, that any such use by the City for a proprietary purpose or that provides a pecuniary benefit for any other Person, shall be subject to such terms and conditions, including fees and responsibility for relocation expenses, as Licensee may, at its discretion, reasonably require. In addition, the City shall indemnify and save harmless the Licensee from all Liability which may result directly or indirectly from the City's use of the Licensee's conduit and poles, except to the extent any Liability is caused by the negligence or willful misconduct of Licensee.

9.7 Undergrounding and Special Distribution Projects. At the request of the City, and subject to the terms of this Paragraph, the Licensee shall (a) underground Overhead Utility Facilities and (b) put into service one or more special distribution projects suggested by the City or jointly developed by the City and Licensee that Licensee would not otherwise put into service, or would have been put into service at a later date, provided that (i) such undergrounding and the design, construction, and operation of any special distribution project is determined by Licensee to be practical, and consistent with all applicable standards, and able to be completed with available material and labor resources and without adverse impact to the cost, timing, or performance of other work; and (ii) the total cost (or, if advanced, the cost associated with advancement) of such replacement and undergrounding of planned and existing Overhead Utility Facilities and of such special distribution project(s) shall not exceed, in the aggregate, ten million dollars (\$10,000,000) in any one calendar year; provided, further, that if Licensee agrees, the City may accelerate the ten million dollars (\$10,000,000) per calendar year expenditure cap for any succeeding years remaining within the Term, as applicable. For avoidance of doubt, such replacement and undergrounding of planned and existing Overhead Utility Facilities and the design, construction, and placement into service of such special distribution project(s) will require Licensee to (i) install facilities in addition to, different from, or instead of, (ii) remove existing facilities and replace them with facilities different from or at a different time than, facilities which Licensee would otherwise be required to provide in such replacement, and (iii) modify facilities which the Licensee would otherwise not be

required to modify, or modify facilities in a manner different from the manner in which the Licensee would otherwise be required to perform. Nothing in this Paragraph 9.7 alters the terms of any tariff or schedule on file with a Competent Authority that addresses recovery of such costs.

10. ONGOING COOPERATION

10.1 Periodic Meetings. The City and Licensee acknowledge and agree that it is in the best interests of the public for the City and Licensee to maintain open communications and cooperate with each other as reasonably necessary in connection with maintaining safe and reliable electric utility service to Chicago. In furtherance thereof, the City and Licensee agree to meet upon the reasonable request of the City or Licensee, to discuss appropriate matters related to the provision of such service, opportunities for additional coordination, and actions necessary, if feasible, to avoid submitting any matter covered by Paragraph 8.9 to the Arbitration Board. For the avoidance of doubt, any requested meeting pursuant to this Paragraph 10.1 shall be in addition to, and not in lieu of, the meetings provided for in Paragraph 8.1.3 and nothing in this Paragraph 10.1 shall be deemed to obligate either the City or Licensee to enter into any additional agreements or amend or otherwise modify this License.

10.2 Citation Cooperation. Subject to any policies agreed pursuant to Paragraph 10.3.3, the City and Licensee agree to cooperate and use reasonable efforts to evaluate procedures to eliminate, to the extent practicable, the issuance of any Citations related to Licensee's provision of electric utility services to Chicago, including Citations related to alleged violations of section 10-20-605, 10-28-040 or 10-28-070 of the Municipal Code of Chicago (as such may be amended from time to time). Nothing in this paragraph shall be construed as limiting the Licensee's compliance with other obligations as specified in Paragraph 2.2.3.

10.3 ComEd-City Coordination Council.

10.3.1 Within 30 days after the Effective Date, and thereafter on an annual basis, each Party shall designate not more than 3 staff representatives to act on the ComEd-City Coordination Council ("Coordination Council"). The City's Office of Climate and Environmental Equity ("OCEE"), or its successor, shall coordinate City staffing of the Coordination Council. The Coordination Council may designate committees to further coordinate its work and such committees may be staffed by Coordination Council members or other staff designated from time to time by the Parties.

10.3.2 The role of the Coordination Council shall primarily be to act as a liaison between the Parties to discuss issues arising under this License that have not been submitted for resolution pursuant to Paragraph 8.9.

10.3.3 Upon formation, the Coordination Council will, among other things, facilitate discussions, beginning within the first six months following the Effective Date, between the Licensee and CDOT, including its Division of Electrical Operations, to streamline and develop protocols for the coordinated exercise of the rights and obligations described in this License. These discussions may include: (a) utility facility locates; (b) coordination and communication for street openings; (c) communications concerning capital improvement plans; (d) Public Way and Property

permit processes; (e) dotMaps coordination; (f) three-party discussions between CDOT, OEMC, and the Licensee on outage communication; and (g) strategies to facilitate efficient electrical hook-ups of equipment in the Public Ways or Property consistent with Licensee's tariffs then in force.

10.3.4 Upon formation, the Coordination Council additionally will facilitate discussion between the Licensee and DWM, and the Licensee and CDA to develop within six months following the Effective Date more formal action plans to streamline and coordinate ongoing work with such departments.

10.3.5 The Coordination Council, upon request by the City, will also assist with any third party study (*e.g.* with the Electric Power Research Institute) and related implementation concerning utility service to the City.

11. TRANSFER AND ASSIGNMENT OF LICENSE

11.1 Transfer and Assignment Restrictions. Licensee shall not have the right to assign its rights and privileges under this License or to otherwise transfer such rights and privileges in any manner whatsoever without the prior written approval by an ordinance enacted by the City, subject to the following exceptions:

11.1.1 no such approval shall be required in connection with a merger, consolidation, division or reorganization of Licensee that has been approved by any applicable Competent Authorities, whose approval is required therefor under applicable law;

11.1.2 no such approval shall be required in connection with any transfer of the Utility Facilities and this License to an affiliate, as defined by 220 ILCS 5/7-101(2)(ii) and 42 USCS § 16451, of Licensee; and

11.1.3 the purchaser of the Utility Facilities at a judicial sale foreclosing the lien of, or at any execution sale consequent upon default and judgment under any present or future mortgage, deed of trust or other indenture providing for the issuance of the Licensee's long-term debt, shall succeed to the rights and license of the Licensee, but subject to all terms and provisions hereof.

11.1.4 Notwithstanding the foregoing Paragraphs 11.1.1, 11.1.2, and 11.1.3, Licensee shall not assign its rights and privileges under this License or otherwise transfer such rights and privileges if such assignment or transfer would result in a breach of this License or would impair the ability of the assignee or transferee to meet its obligations under this License.

11.2 Effect of Transfers and Assignments. In the event of a transfer or assignment of the Licensee's rights and privileges under this License, all provisions of this License that are obligatory

upon, or that inure to the benefit of, the Licensee shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of the Licensee.

12. ADMINISTRATION

12.1 Non-Waiver. Neither this Ordinance nor any provision or condition hereof shall waive, abridge, release, limit, surrender, impair, remove, or subordinate:

(a) any power, duty, or jurisdiction now or hereafter possessed by the City, the State of Illinois, or any officer, agency, department, or commission thereof;

(b) any provision of any constitution, statute, or order of Competent Authority, except to the extent any provision or condition of this License directly conflicts with any provision or condition of any ordinance or order of the City in effect as of the effective date of this License;

(c) any obligation or duty now or hereafter imposed upon Licensee by law or by order of Competent Authority; or

(d) any right of the City or the Licensee to obtain judicial review of any judgment or decree of a judicial tribunal or any order of Competent Authority.

12.2 License Requirements as Voluntary Undertaking; Laws and Requirements Relating to Providing of Electric Service.

12.2.1 The Licensee and the City understand and acknowledge that the general operations of the Licensee are under the jurisdiction of the ICC and FERC and the Licensee provides utility services under rates and schedules on file with Competent Authorities. The Licensee has agreed to perform the duties and obligations set forth in this License, provided that such performance does not violate any applicable regulatory requirement or any applicable statutes, rules, regulations, ordinances, or judgments, or decrees of any administrative or judicial tribunal.

12.2.2 Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that this License shall not alter or impact the rights and obligations of the City and Licensee as (respectively) a customer of public utility and electric utility service and as an electric utility and public utility under applicable laws and tariffs. In the event that the City alleges the Licensee has failed to perform any duties or obligations that are the subject of the exclusive jurisdiction of a Competent Authority other than the City, the sole remedy for such violation shall be before that other Competent Authority. For purposes of determining the applicability of this Paragraph 12.2.2, no provision of this License, including without limitation Paragraph 8.9, may be used as the sole basis to defeat the exclusive jurisdiction of such Competent Authority.

12.3 Modification. Any material modification to this License shall be approved by the Licensee and an ordinance duly adopted by the City Council. The term “material” for purposes of this Paragraph 12.3 shall mean a modification to the provisions regarding Paragraphs 3, 4, and 5 and any modification which operates to cancel or otherwise reduce the obligations set forth in

Paragraphs 7.1 and 7.1.2. Any other modification to this License shall be in writing, shall establish the factual background relating to such modification, shall set forth the terms and conditions of such modification, and shall be duly executed by both Licensee and the City, acting through the Commissioner. Any modification to this License shall take effect only upon execution and delivery thereof by both Parties. Upon such execution and delivery, the modifications shall become a part of this License and all other provisions of this License shall otherwise remain in full force and effect. For clarity, a modification to this License addressing and/or evidencing the decision of the Parties as to whether to extend the Term of this License for the Extension Term, as provided in Paragraph 3.4 above, shall not constitute a material modification to this License for purposes of this Paragraph 12.3.

12.4 Indemnification and Reimbursement.

12.4.1 The Licensee, at all times during the Term hereof, at its sole expense and risk, shall indemnify the City, its officers, and its employees against any and all Liability incurred by it or them:

(a) for loss or damage to property of the Licensee, its officers, agents, employees, licensees and invitees in Public Ways or Property pursuant to this License, or for injury to or death of any such employee, agent or licensee while in Public Ways or Property pursuant to this License, however arising, except to the extent any such Liability is caused by the willful and wanton conduct of the City, its officers, or its employees, as finally determined by a court or pursuant to Paragraph 8.9 of this License, or as otherwise agreed to by the Parties; or

(b) for other loss or damage to property or injury to or death of persons arising from any act or omission of Licensee or any person acting for it done within Public Ways or Property by virtue of or pursuant to this License or any right or license granted hereunder or any authorization, plan or specification approved, prescribed or issued pursuant hereto, except to the extent any such Liability is caused by the willful and wanton conduct of the City, its officers, or its employees, as finally determined by a court or pursuant to Paragraph 8.9 of this License, or as otherwise agreed to by the Parties.

12.4.2 The City shall promptly pay Licensee for any such Liability incurred by Licensee to the extent such Liability is caused by the willful and wanton conduct of the City, its officers, or its employees in connection with any contact with any power lines, cables or other property or facilities of Licensee, as finally determined by a court or pursuant to Paragraph 8.9 of this License, or as otherwise agreed to by the Parties.

12.4.3 Nothing contained in this Paragraph 12.4 shall be deemed or construed to waive or limit any claim, demand, cause of action, suit, right or remedy which Licensee may have or to which Licensee may be entitled at law, in equity or otherwise against any contractor, representative, or agent of the City (other than an officer or employee of the City) for any Liability caused by or resulting from the acts, omissions, negligence, or willful and wanton conduct of any such contractor, representative, or agent of the City.

12.5 Remedies. No remedy that would have the effect of amending the specific provisions of this License shall become effective without such action as would be necessary to formally amend the License as provided in Paragraph 12.3.

12.6 Notices. Unless otherwise specified in this License, all notices, requests, demands, approvals, or other communications pursuant to or required by this License shall be in writing, sent to the persons named below, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid. The designated recipient or address for either Party may be changed by notice given in accordance with the requirements of this provision. Copies of any notices relating to non-compliance, termination or acquisition shall also be given, at the same time, to the Corporation Counsel of the City and to the General Counsel of the Licensee.

The City:	Licensee:
ATTN: Office of the Mayor City of Chicago City Hall 121 North LaSalle Street Chicago, IL 60602	ATTN: [●] Commonwealth Edison Company External Affairs Department 10 South Dearborn Street, 49 th Floor Chicago, IL 60603
and City of Chicago Department of Assets, Information and Services (AIS) 2 N. LaSalle Street, Suite 200 Chicago, IL 60602	and ATTN: [●] Commonwealth Edison Company Large Customer Services 10 South Dearborn Street, 49 th Floor Chicago, IL 60603
With a copy to:	
Corporation Counsel Department of Law City of Chicago City Hall 121 North LaSalle Street Chicago, IL 60602	General Counsel Commonwealth Edison Company 10 South Dearborn Street, 52 nd Floor Chicago, IL 60603

Except as may otherwise be provided in this License, all notices, requests, demands, approvals, or other communications hereunder shall be deemed to have been given as of the date of actual receipt or refusal of receipt thereof.

12.7 Entire Agreement. The City and the Licensee agree that the provisions, terms, and conditions of this License comprise the entire agreement of the Parties concerning matters covered by this License.

12.8 Severability. If any Section, Paragraph, clause, or provision of this License shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this License.

12.9 Governing Law. This License shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of laws rules.

12.10 Force Majeure. Neither Party shall be deemed in violation of this License for the delay in performance or failure to perform in whole or in part its obligations under this License due to strike, war or act of war (whether an actual declaration is made or not), sabotage, terrorism, insurrection, riot, act of public enemy, pandemic, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond such Party's control and are not caused by gross negligence on the part of such Party or any person acting on its behalf. In the event that the delay in performance or failure to perform affects only part of a Party's capacity to perform its obligations under this License, such Party shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The affected Party shall promptly notify the other Party's representative in writing of an event covered by this Paragraph and the date, nature, and cause thereof. Furthermore, in such notice, the affected Party shall indicate the anticipated extent of such delay and the obligations under this License expected to be affected thereby.

12.11 Time of Essence. Whenever this License requires an act to be performed by or within a certain time, such time shall be deemed to be of the essence.

12.12 Rules of Construction. This License shall be construed in accordance with the following: (a) when not inconsistent with the context, words used in the present tense include the future tense, words in the plural form include the singular form, and words in the singular form include the plural form; (b) the words "shall" and "will" are mandatory and the word "may" is permissive; (c) the word "including" is by way of example and not a limitation; (d) the provisions of this License shall be read as a whole so as to effect the purposes of this License; and (e) the Section and Paragraph headings contained in this License are used merely for convenience of reference and organizational purposes and shall not affect the interpretation of this License.

13. REPEAL

13.1 Repealer; Conflicts. The 1992 License and the settlement agreements and other documents listed on Schedule 3 attached hereto and made a part thereof are hereby repealed and terminated. In the event of any conflict or inconsistency between the provisions of this Ordinance and the provisions of any other ordinances, resolutions, settlement agreements or orders, the provisions of

this Ordinance shall govern and control in each such event, unless otherwise specified in this License.

Schedule 1 – The first periodic report shall provide the data and reports set forth in Schedule 1 attached hereto, and shall be provided by April 1 (“First Periodic Report”)

Schedule 2 - The second periodic report shall provide the data and reports set forth in Schedule 2 hereto and shall be provided to the City by October 1 (“Second Periodic Report”)

Schedule 3 –List of settlement agreements and other documents (in addition to the 1992 License) repealed and terminated by this Ordinance

Schedule 1 – First Periodic Report

1. A summary of continued funding for “Transmission and System Protection Upgrades” and “Distribution Capacity Upgrades” impacting the City and a summary of the distribution expenditures by category that are consistent with the 2021 annual report (pages 42 and 43). The expenditures will include the five years prior and the reporting year.
2. A summary of expenditures impacting the City for other distribution projects including special programs to address circuits with customers experiencing a high number of interruptions. The special program categories will be consistent with the 2021 annual report (page 41). The expenditures will be reported as a summary of financial expenditures for program work completed in the City by categories describing the type of work and will include the five years prior and the reporting year.
3. Reliability Statistical Assessment – An assessment on the year-end electric service performance for the City compared to the ComEd system. The assessment will include reliability charts for SAIFI and CAIDI.
4. Regulatory performance metrics #1 (System) and #2 (EIEC) under the Reliability and Resiliency category approved by the ICC and applicable to ComEd by system results and limiting those results to the City of Chicago customers. Year-end results will be issued after the ICC performance metric filing.
5. City and Ward Interruption Summary – A summary of the number of outages and customer interruptions for the reporting year for the City as a whole and for each Ward. The data is also shown as a summary of interruptions exceeding two hours and exceeding six hours.
6. Year-end electric service performance reliability charts for the City as a whole and for each ward of the City including the following information for the five immediately preceding reporting years:
 - a. SAIFI
 - b. SAIFI non-storm
 - c. SAIFI by cause
 - d. CAIDI
 - e. CAIDI non-storm
7. Ward Reliability Update – Electrical System Improvements designed to continue improving the reliability performance of the electrical system serving customers in the City of Chicago Wards. Data is provided by program, circuit, and ward for the reporting year and upcoming year.
8. Glossary of Terms – Definitions and/or information for terms listed to the extent that they appear in the Reliability portion of the Annual Report.

9. Chicago Ward Boundaries which include circuits serving each ward, the circuit customer count in the ward, and the North-South-East-West boundaries.

The following will be provided in a sortable format (i.e., Microsoft Excel, single table of data/flat file, etc.) with consistent headers and data labels across all provided documents.

10. Year-end electric reliability indices or metrics for each census block group within the City identifying the census block group number, if the census block is an EIEC or non-EIEC, if the census block is an EJ or non-EJ community, and if the census block group is R3 or non-R3 community. Reliability indices or metrics include the following:

- a. SAIDI
- b. SAIFI
- c. CAIDI
- d. CEMI4
- e. CEMI4R3
- f. CELID12
- g. CELI2R3
- h. Total customer interruptions
- i. Total customer minute interruptions
- j. Total customer served

11. Listing of circuits serving the City and the census block groups served by the circuit (in whole OR in part) including the customer count.

12. Listing of the five percent of all circuits serving the City with the highest achieved SAIFI (worst performing) in the prior reporting year. The list will include the year-end SAIFI performance for the reporting year and from the previous five years for those circuits.

13. Listing of the five percent of all circuits serving the City with the highest achieved SAIFI (worst performing) in the current reporting year. The list will include the year-end SAIFI performance for the reporting year and from the previous five years for those circuits.

14. Listing of the five percent of all circuits serving the City with the highest achieved SAIDI (worst performing) in the prior reporting year. The list will include the year-end SAIDI performance for the reporting year and from the previous five years for those circuits.

15. Listing of the five percent of all circuits serving the City with the highest achieved SAIDI (worst performing) in the current reporting year. The list will include the year-end SAIDI performance for the reporting year and from the previous five years for those circuits.

16. Electrical system improvements by circuit designed to continue improving the reliability performance of the circuit. Data is provided by program for the reporting year and upcoming year.

17. Listing of Interruption data affecting the City including the following information:

- a. Interruption reference identification number
- b. Start date and time of interruption
- c. Specific equipment involved in the interruption
- d. Interruption cause category (per 83 Ill. Admin. Code Part 411.Table A)
- e. Interruption code description (per 83 Ill. Admin. Code Part 411.Table A)
- f. Circuit lockout indicator
- g. Voltage of fault
- h. Sequential step restoration number
- i. Duration of the interruption (in minutes)
- j. Circuit(s) affected
- k. Total number of customers Affected
- l. City number of customers Affected
- m. Ward number of customers Affected

18. An interruption summary including the total number of interruptions, customer interruptions and customer minute interruptions for each interruption cause category

Definitions applicable to reporting associated with Schedules 1 and 2 only.

- “Interruption” or “Outage” and the calculations of reliability indices System Average Interruption Frequency Index or “SAIFI” and Customer Average Interruption Duration Index or “CAIDI” and the definition of an interruption will be based on the Illinois Commerce Commission (“ICC”) reporting requirement per 83 Ill. Admin. Code Part 411.20. System Average Interruption Duration Index or “SAIDI” is the product of “SAIFI” and “CAIDI” or SAIFIXCAIDI.
- CEMI4 or Customers Experiencing Multiple Interruptions is a measure based on the number of customers experiencing four or more interruptions in a calendar year. CEMI4R3 calculation will be based on the number of customers experiencing four or more interruptions per year for three consecutive years.
- CELID12 or Customers Experiencing Lengthy Interruption Duration is a measure based on the number of customers experiencing at least one 12-hour interruption in a calendar year. CELID12R3 calculation will be based on the number of customers experiencing at least one 12-hour interruption per year for three consecutive years.
- “EIEC”: Equity Investment Eligible Communities (as such term is defined in the Climate and Equitable Jobs Act, Illinois Public Act 102-0662). EIEC include Environmental Justice (“EJ”) communities and low-income communities eligible for grant funding (“R3”) in the City of Chicago. EJ communities are those census block groups in ComEd’s service territory that fell within the top 25 scores across Illinois and

qualified for incentives and benefits. R3 communities are those census tracts within ComEd's service territory that are eligible for grant funding. To ensure consistency throughout a 10-year period, this metric will measure ComEd's performance annually in those EJ and R3 communities, or EIEC, using the data extracted from the Illinois "Solar for All" website (<https://www.illinoisfa.com/environmental-justice-communities/>) and the R3 website (r3.illinois.gov), as of October 2022.

Schedule 2 – Second Periodic Report

1. A sub-part of the ICC-filed prior reporting year's 1% worst performing circuits and customer target reports impacting City customers. (This data focuses on those distribution circuits that have greatest impact on pocket reliability performance and on customers exceeding the service reliability targets as set forth in Sections __ of the Illinois Administrative Code.)
2. Year-end electric service performance reliability charts for the City as a whole and for each ward of the City including the following information for the five immediately preceding reporting years:
 - a. SAIFI
 - b. SAIFI non-storm
 - c. SAIFI by cause
 - d. CAIDI
 - e. CAIDI non-storm

The following will be provided in a sortable format (i.e., Excel, single table of data) with consistent headers and data labels should be used across all provided documents.

3. Listing of the five percent of all circuits serving the City with the highest achieved SAIFI (worst performing) in the prior reporting year. The list will include the year-to-date SAIFI performance for the reporting year and from the previous five years for those circuits.
4. Listing of the five percent of all circuits serving the City with the highest achieved SAIDI (worst performing) in the prior reporting year. The list will include the year-to-date SAIDI performance for the reporting year and from the previous five years for those circuits.

Schedule 3 – List of Agreements

1. The Supplemental Agreement Between the City of Chicago and Commonwealth Edison Company attached to the 1992 License, adopted December 11, 1991 and effective January 1, 1992, as amended.
2. A Settlement Agreement executed by the City of Chicago and Commonwealth Edison Company on May 18, 1999 (the "1999 Settlement Agreement" for purposes of this Schedule).
3. Amendments to the 1999 Settlement Agreement authorized by the City Council of the City of Chicago on January 16, 2002 and dated July 2002.
4. Second Amendment to the 1999 Settlement Agreement dated February 20, 2003.
5. Settlement Agreement entered into and made effective as of December 21, 2007 by and between the City of Chicago and Commonwealth Edison Company, including a 2007 Project Deferral and Substitution Agreement made as of December 21, 1007 by and between The City of Chicago and Commonwealth Edison Company.

EXHIBIT B

ENERGY AND EQUITY AGREEMENT

This Energy and Equity Agreement (“Agreement”) is entered into this ___ day of ___ 2023, by and between the City of Chicago, an Illinois home rule municipality (the “City”), and Commonwealth Edison Company, an Illinois corporation and an Illinois public and electric utility (“ComEd”), (each a “Party” and collectively the “Parties”), concerning cooperation and collaboration by the Parties to achieve certain energy and equity goals as more fully set forth herein.

WHEREAS, the Parties have concurrently entered into that certain Ordinance and Agreement (the “Franchise Agreement”), granting both ComEd and the City certain rights and imposing on them certain obligations;

WHEREAS, ComEd shares the City’s belief that everyone, regardless of their background or status, has an equal right to clean, affordable, and reliable energy as well as access to new energy technologies and services;

WHEREAS, in addition to its obligations under the Franchise Agreement and as a public and electric utility, ComEd is committed to cooperating and collaborating with the City in additional ways to support and advance both the City’s and ComEd’s goals, as discussed herein, and to set forth the terms and conditions governing the Parties’ cooperation and collaborative efforts in this Agreement;

WHEREAS, working together, the City and ComEd have the opportunity to make their shared goals a reality for the millions of residents and businesses they serve together and ensure that the City and the state lead the nation on a clean, bright, and equitable future for all;

WHEREAS, the City and ComEd are aligned around commitments to: continue to deliver safe, reliable, and affordable clean energy Chicagoans expect; plan, invest in, and operate the electric system in a manner that is equitable to, and benefits, all communities in Chicago; ensure the electric system has resiliency needed to withstand severe weather caused by climate crisis; enable the integration of renewables, solar, battery storage, and electric chargers; and build a more equitable city;

WHEREAS, the City has further updated its commitments in 2017 to observe the Paris Climate Agreement and to transition to 100% renewable energy by 2025 for municipal energy, and in 2019 expanded the commitment to 100% renewable energy citywide by 2035;

WHEREAS, the City published its 2022 Climate Action Plan (the “2022 CAP”, and each of the 2022 Climate Action Plan and any additional, replacement, or supplemental climate action plans as may be published by the City from time to time, a “CAP”) which set a goal to reduce greenhouse gas (“GHG”) emissions by a minimum of 62% by 2040 through holistic solutions centered on equity and justice and intends to update these goals in subsequent CAPs;

WHEREAS, the City acknowledges the complexity of the climate crisis requires a comprehensive approach with interconnected and results-driven actions undertaken by

many groups, to improve health, economic stability and opportunity, and equitable outcomes for Chicagoans;

WHEREAS, in 2021, the City unveiled a Green Recovery Agenda in response to the impacts of the COVID-19 pandemic to strengthen local communities, catalyze equitable building decarbonization, and accelerate the local green economy of Chicago;

WHEREAS, in the City's 2023 Budget, the City established an Office of Climate and Environmental Equity ("OCEE"), led by the City's Chief Sustainability Officer;

WHEREAS, the City is uniquely positioned to lead on the fight against climate change and to achieve climate and economic justice through resources and programs available with the passage of the landmark 2021 Illinois Climate and Equitable Jobs Act ("CEJA"), the Federal Inflation Reduction Act of 2022 ("IRA"), and the Federal Infrastructure Investment and Jobs Act of 2021 ("IIJA");

WHEREAS, CEJA defined geographic areas throughout the state of Illinois which would most benefit from equitable investments designed to combat discrimination and foster sustainable economic growth, specifically, in the following areas (collectively, equity investment eligible communities, or "EIECs"): (1) Restore, Reinvest, Renew ("R3") Areas as established pursuant to Section 10-40 of the Cannabis Regulation and Tax Act, where residents have historically been excluded from economic opportunities, including opportunities in the energy sector; and (2) Environmental justice communities, as defined by the Illinois Power Agency pursuant to the Illinois Power Agency Act, but excluding racial and ethnic indicators, where residents have historically been subject to disproportionate burdens of pollution, including pollution from the energy sector; and

WHEREAS, the City and ComEd have jointly identified certain goals, objectives, and areas of mutual interest with high potential for constructive cooperation and collaboration as set forth more fully herein.

NOW THEREFORE, the City and ComEd hereby agree as follows:

1. **Term.** This Agreement is effective as of _____ ("Effective Date"), and shall extend until the date that is the earlier of: (a) the date on which the Term of (and as defined in) the Franchise Agreement terminates or expires; or (b) December 31, 2042.

2. **Funding Commitment.** ComEd hereby makes the following funding commitments in an aggregate amount of up to \$120 million, subject to the conditions set forth in this Section 2, and provided that, as of the date that each applicable amount is to be paid by ComEd (as provided below), this Agreement and the Franchise Agreement are in full force and effect:

(a) ComEd shall contribute up to \$110 million in accordance with the following:

(i) \$25 million shall be contributed to the Entity (as defined in Section 3) within 60 days after the latest to occur of (i) ComEd receiving written evidence of the formation of the Entity, (ii) the establishment of the Entity's bank account, (iii) the appointment of the 7-member board as described in Section 3(a) hereof, and (iv) the adoption by the board of the Bylaws attached hereto as Exhibit C;

(ii) \$25 million shall be contributed to the Entity no later than the first anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary;

(iii) \$25 million shall be contributed to the Entity no later than the second anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary;

(iv) \$15 million shall be contributed to the Entity no later than the third anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary; and

(v) if the Franchise Agreement is extended for the Extension Term (as defined therein), ComEd shall contribute an additional \$20 million to the Entity within ten (10) business days of the effectiveness of the extension, unless there is a then-pending dispute with respect to such extension, in which case such contribution shall be made within ten (10) business days of the final resolution of that dispute.

(b) ComEd agrees to expend not less than \$10 million (the “ComEd Expenditure”) to establish workforce development initiatives that, through a collaboration between ComEd, the City, other government entities, industry partners, labor, education, and community-based organizations, prepare, train, and reskill individuals from disadvantaged communities for clean energy careers (the “Workforce Development Initiative”). This Workforce Development Initiative may, by mutual agreement of the Parties, build upon the City Colleges of Chicago and Chicago Public Schools infrastructure to develop more expansive clean energy training and support through Dawson Technical Institute and other locations on the South and West sides of Chicago. The Workforce Development Initiative is intended to provide training and certifications in several work categories including skilled trades, energy efficiency, electric vehicle (“EV”) maintenance, fiber installations, renewable energy installations, and business operations. The Workforce Development Initiative is also intended to include wrap-around support services for students (such as transportation; housing support services; legal support; assistance with childcare; and assistance with personal protective equipment, tools, and stipends).

(i) If (w) ComEd receives a final, non-appealable order from the Illinois Commerce Commission (“ICC”) allowing rate recovery of some or all of the ComEd Expenditure and/or receives grants and/or other funds from third party sources (for avoidance of doubt, third party sources do not include affiliates of ComEd) that are used to support the Workforce Development Initiative and (x) the resulting Effective ComEd Cost (as

defined below) is less than \$10 million, then ComEd shall contribute to the Entity, within 30 days of receipt of such order, the amount by which the Effective ComEd Cost is less than \$10 million, provided that such contribution shall in no event exceed \$10 million. The "Effective ComEd Cost," as used in this subparagraph (b), means the amount by which the ComEd Expenditure exceeds the sum of the rate recovery allowed by such order plus any grants or other sources of funds that ComEd has received to offset any other portion of the ComEd Expenditure. "Rate recovery," as used in this subparagraph (b), means the addition of any portion of the ComEd Expenditure to a revenue requirement as an expense or as an addition to the rate base, provided that the following shall not constitute rate recovery: (y) changes to ComEd's capital structure, for ratemaking purposes or otherwise, on account of the ComEd Expenditure, the recovery in rates of any portion thereof, or receipt of such grants or other sources of funds, and (z) changes in recovered costs resulting from any of the activities of the Workforce Development Initiative (such as, without limitation, the direct or indirect hiring of graduates).

(ii) Notwithstanding anything in this Agreement to the contrary, ComEd reserves the right to seek grants, regulatory cost recovery, or other funding sources for all or any portion of the costs of the Workforce Development Initiative.

(iii) The City agrees to support any grant or other funding applications necessary for the Workforce Development Initiative.

(c) ComEd agrees that it shall not seek rate recovery of the contributions ComEd makes to the Entity under Section 2(a). "Rate recovery," as used in this subparagraph (c), means the addition to a revenue requirement as an expense the amount of any contribution that ComEd is required to make to the Entity pursuant to Section 2(a), provided that changes to ComEd's capital structure, for ratemaking purposes or otherwise, on account of any contribution, payment, or activity authorized or required under this Agreement, shall not constitute rate recovery.

(d) The Parties shall cause the Entity, no later than thirty (30) days after each contribution is made, to provide ComEd with a written acknowledgement of such contribution, which acknowledgement shall state that no goods or services were or will be received by ComEd from the Entity in consideration of the contributions.

(e) If a material breach by the City of the Franchise Agreement or this Agreement has occurred and is continuing as of the date that an amount is to be paid by ComEd pursuant to Section 2(a), ComEd's obligation to pay such contribution will be suspended until the City has cured such material breach. ComEd shall be obligated to make such payment within ten (10) Business Days after the date such material breach is cured.

3. Formation and Function of Not-For-Profit (“NFP”) Entity.

(a) Promptly following the execution of this Agreement, the Parties shall cause the “Clean Energy and Equity Collaborative NFP” to be formed as an Illinois not-for-profit corporation (the “Entity”) by the filing of the articles of incorporation attached as Exhibit B with the Illinois Secretary of State. Upon formation, each Party shall provide to the other Party, for review and comment, the names of their proposed initial representatives on the Board of Directors (the “Board”) as if the Bylaws attached as Exhibit C hereto were in effect. Each Party may consider comments from the other Party and the Energy and Equity Advisory Panel (defined in Section 5), and shall then designate their initial representatives on the 7-member Board and cause those representatives to adopt the Bylaws in the form attached as Exhibit C. Both Parties shall endeavor to elect a diverse group of individuals representing community organizations, EIECs, not-for-profit organizations, local businesses, faith-based organizations, labor unions, schools, and other stakeholders who have an interest in the subjects covered in this Agreement. The City must also select an individual from the Energy and Equity Advisory Panel to serve as a representative on the Board. ComEd shall not elect current employees or directors of Exelon Corporation or its affiliates.

(b) The function of the Entity shall be to consider, discuss and determine the projects that will receive funding to achieve the goals within the 2022 CAP, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. The Entity shall publicly invite third party applicants to submit project proposals for consideration that contribute to that intention. Project funding shall be provided from contributions made to the Entity by ComEd and the Entity may also apply for and accept additional funds from private and government sources for distribution. The Entity shall be required to use best efforts to ensure it is eligible to claim funding under the IRA or future legislation, as applicable; including, but not limited to, expanded clean energy tax credits.

(c) For a project to be funded by the Entity:

(i) It must prioritize an equitable transition to the use of clean energy and/or must promote equitable decarbonization anchored in values of economic inclusion and savings, pollution burden reduction, equitable access to critical infrastructure and/or community health and resilience. Projects should advance the pillars, strategies, and actions in the then-current CAP, including, but not limited to, retrofitting, weatherizing, and decarbonizing buildings; installing and encouraging access to community solar and other renewable energy sources that prioritize energy resiliency and reducing energy burden in EIECs; expanding access to electric micro-mobility options; and enabling zero-emission transit and fleets. Projects must prioritize delivering measurable and equitable community benefits and infrastructure improvements with a specific focus on EIECs and other under-resourced communities, and must demonstrate significant community engagement in project design and implementation. The project

must be presented to the Board in a written proposal which describes, at a minimum, the following: (A) the amount of funding requested from the Entity as well as the total project cost to the extent the two amounts are different; (B) the purpose, milestones, and objectives sought to be achieved; (C) how progress toward achieving those milestones and objectives will be measured, including whether achievement of the milestones and objectives is dependent upon funding or incentives from other sources (including any conditions precedent to that funding or incentives); (D) how the project advances specific actions, strategies and pillars in the City's then-current CAP and other relevant energy policies to achieve equitable outcomes for residents; (E) how the project will be administered and implemented; and (F) how the project will be designed and implemented with community residents and partner organizations. Any project proposal must provide for quarterly reporting to the Entity.

(ii) The project will be administered and overseen by a party who, in the opinion of the Board, is qualified to perform the activities or undertakings of the project. To make this determination, the Board shall review a description of qualifications for the work to be performed as a part of the project. The applicant must demonstrate the institutional and financial controls in place to administer the project in accordance with the restrictions and guidance provided by the Entity.

(iii) The applicant must provide a detailed project budget. Eligible costs associated with the project may include:

(A) Pre-project development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, permitting, planning, architectural designs, and engineering studies;

(B) Costs of repair, rehabilitation, construction, improvement, and acquisition of property, equipment, and facilities;

(C) Costs of health and safety improvements to address inequities in housing conditions to enable clean energy solutions; and

(D) Personnel costs including salaries and fringe benefits for staff, consultants, and contractors required for carrying out a project.

(iv) The project must have, or include a plan to obtain, any necessary regulatory approvals and permits and must otherwise comply with applicable law.

(d) The project must not:

(i) Conflict with or require the modification of ComEd's rates, terms, conditions, or standards of utility service; interfere with ComEd's provision of utility service under its tariffs; or establish or maintain any unreasonable difference in such rates, terms, conditions, or standards of

utility service either as between localities or as between classes of service;

(ii) Involve lobbying for any legislative or administrative action of any kind (aside from technical discussions ancillary to implementation of a project) or any expenditures in support of candidates for elected or appointed governmental office or positions;

(iii) Involve expenditures related to the purchase or sale of the electrical system serving residents in Chicago, including studies related to ComEd's performance under the Franchise Agreement.

(e) The Entity may commit to fund projects meeting the criteria set forth in Sections 3(b), 3(c) and 3(d) that are approved by the Board. The Entity must provide City, ComEd, and the public information on projects funded through a website or similar public communications system which includes but is not limited to, an annual report on their selection criteria, granted organizations, outcomes of grant projects, distributed and remaining funds, any external funds secured for distribution (e.g., private foundations and other government grants), impacts of grant-funded projects on CAP goals and impact of grant-funded projects on EIECs.

(f) The Entity may fund its administrative, fiscal sponsorship, and operating costs, including appropriate personnel costs, subject to Board approval; however, administrative, fiscal sponsorship, and operating costs, considered collectively, may not exceed \$500,000 annually. Board members and officers of the Entity shall not receive compensation for their services other than reimbursement for reasonable out-of-pocket costs associated with attending Board meetings.

4. ComEd-City Coordination Council

(a) Within 30 days after the Effective Date, and thereafter on an annual basis, each Party shall designate not more than three (3) senior representatives to act on the ComEd-City Coordination Council ("Coordination Council"). The City's OCEE, or its successor, shall coordinate City staffing of the Coordination Council. The Coordination Council may designate committees to further coordinate its work and such committees may be staffed by Coordination Council members or other staff designated from time to time by the Parties.

(b) The role and duties of the Coordination Council shall primarily be as defined in the Franchise Agreement. In addition, the Coordination Council will consider how the activities of the Parties under this Agreement address the energy and decarbonization goals of the City and State of Illinois. The Parties intend to cooperatively study, prioritize, plan, implement, track, and report progress on clean energy activities in Chicago, including those described in Section 6, in support of this Agreement through the Coordination Council. The Coordination Council shall determine the tasks necessary to achieve these goals, direct the execution of tasks, and report the results of these tasks. Without limiting the foregoing, the Coordination Council shall address:

(i) Coordination of electrification and decarbonization activities and investments aligned with the CAP and other relevant energy policies;

- (ii) Joint pursuit of federal, state and private funding sources to advance this Agreement;
- (iii) Coordination of updates to the City Council and relevant committees;
- (iv) Implementation of projects if funded by the Entity or other grant or third party sources;
- (v) Each year, starting with 2024, written identification of topics, projects, and initiatives that are within the scope of this Agreement for collaboration during the year thereafter; and
- (vi) Other duties as mutually agreed upon by the Parties.

5. **Energy and Equity Advisory Panel.** Many of the goals and objectives contained herein require collaboration with key stakeholders to ensure success. The City shall establish an Energy and Equity Advisory Panel (“EEAP” or “Energy and Equity Advisory Panel”), which shall include designated staff representatives from the Parties and one representative from the City Council’s Environmental Protection and Energy Committee (or its successor) as well as representatives from community organizations, EIECs, not-for-profit organizations, local businesses, faith-based organizations, schools, and other stakeholders who have an interest in the subjects covered in this Agreement. The EEAP shall consist of six (6) to twelve (12) members, representing the various interested stakeholders described above, selected pursuant to a mutually agreed process. The EEAP shall meet quarterly each year to: review the progress, performance and status of the goals and objectives laid out in this Agreement; provide input to the Entity on future grantmaking activities and outcomes of grant projects; provide input to the Coordination Council in regard to matters relevant to this Agreement and the Franchise Agreement; attend presentations and meet with the Coordination Council from time to time; and if requested by the Parties, provide outreach and education around the goals, objectives and initiatives contained herein. EEAP members may also make recommendations to the Chicago City Council to call hearings to discuss any relevant topics related to this Agreement. EEAP members that demonstrate economic hardship or represent community organizations will be eligible for a reasonable monetary stipend, paid for by the Entity, for time related to participation in the EEAP meetings, and for the costs of travel to and from the meetings.

6. **Energy and Equity Project Opportunities.** The City and ComEd shall collaborate and cooperate in pursuing mutually agreed-upon opportunities that support an equitable transition in the use of energy. These opportunities will demonstrate a commitment to the shared values of economic inclusion and savings, pollution and energy burden reduction, equitable access to critical infrastructure, and community health and resilience. The Parties will further work towards the equitable expansion of energy efficiency; the decarbonization of buildings; increased access to affordable renewable energy and carbon-free transportation options; workforce development initiatives in disadvantaged communities; and increased access to affordable broadband service for Chicago families. The Parties will commence this collaboration through the initiatives described in Exhibit A hereto. The Parties agree that, as of the Effective Date, these initiatives are valued at up to \$400 million. After the Effective Date, the Coordination

Council shall, at a minimum annually, discuss furthering these goals through new project collaborations. The Parties have identified the following areas for such further project collaborations:

(a) Increase Household Savings. As the City advances its clean energy transition, it remains imperative that residents and businesses have access to clear information about their energy usage and well-supported systems to access resources, rebates, and incentives to help manage costs. The Parties shall collaborate with stakeholders, including but not limited to members of the EEAP and Coordination Council, to develop new, and strengthen existing, customer assistance programs such as ComEd's Energy Assistance Ambassador (CEAA) Program, bill payment assistance, and customer participation in energy efficiency and demand response programs. ComEd shall continue to periodically review its credit and collections policies and procedures to assess their impact on low-income customers and customers living in EIEC communities and will discuss the results of those reviews with the City. In addition, the Parties will work to develop program strategies consistent with CEJA and the goals of this section that address affordability concerns of those living in EIEC communities, returning residents, those with medical certification, and other classes of customers experiencing economic hardship, including through participation in a proceeding to be initiated by the ICC under Section 9-241 of the Illinois Public Utilities Act and/or in periodic rate design investigation proceedings.

(b) Advance Decarbonization. The Parties agree that reductions in the City's largest sources of GHG, buildings, are important to achieving economy-wide decarbonization. The Parties will work to ensure communities, particularly those experiencing the greatest energy and pollution burden, can participate in and benefit from the City's clean energy transition. The Parties will work with stakeholders to coordinate the effort to secure funding for energy efficiency and weatherization measures focused on low- to middle-income housing, to deepen the impact of the City's affordable decarbonization efforts; this work will include collaborative support for programs and measures aimed at addressing inequitable housing conditions affecting health and safety that affect the ability to access and take advantage of improved energy solutions.

(c) Enable a Just Clean Energy Transition. The City is committed to power City-owned buildings with renewable energy by 2025 and to power 100% of all buildings within Chicago with renewable energy by 2035. ComEd is committed to creating a cleaner, brighter future for the communities it has the privilege to serve. The Parties shall work to enable and expand residential rooftop solar, where feasible and in a manner that is consistent with ComEd's rates, terms, conditions, and standards of service, through Illinois Solar for All and other supportive programs. In addition to the initiatives described on Exhibit A, the Parties will continue to discuss opportunities to enable non-utility community solar project(s) on City-owned site(s), including cooperatively seeking federal or other funding for said project(s). The Parties will work together to address and attempt to resolve unjust or unreasonable barriers to the implementation and development of community solar projects within Chicago's boundaries.

(d) Promote Personal Mobility and Improve Air Quality. On-road transportation accounts for 15% of total citywide GHG emissions and 70% of all public EV chargers are located in just three (3) of the City's Community Areas. Forty-seven (47) of Chicago's seventy-seven (77) Community Areas do not have any access to public charging. The Parties agree to collaborate on initiatives that support equitable access to electric mobility options and the benefits of transportation electrification, including the potential deployment of publicly accessible EV and electric mobility charging stations which prioritize investment in neighborhoods without these assets and the electrification of municipal and commercial fleets. Such efforts will prioritize the electrification of fleets domiciled in and traveling through neighborhoods disproportionately burdened by poor air quality and/or truck volumes. The Parties shall also explore launching an EV carsharing pilot and the potential for electric rail infrastructure incentives, discounted rates for electric bus charging, and electric bus charging infrastructure. The Parties agree to identify staff to serve on or consult with the Coordination Council with technical knowledge in this area, to collaborate on actions or proceedings at the ICC necessary to effectuate these commitments and advance and explore development of a City EV and infrastructure framework.

(e) Propel Clean Energy Careers. The Parties agree that preparing the City's neighborhoods for a clean energy economy will require strong workforce development opportunities. The Parties agree to seek opportunities to ensure that residents from low-income areas and EIECs can access careers in the emerging clean energy economy, which will require expanded workforce development. Initiatives in this category are intended to catalyze economic development and job creation to improve quality of life and ensure that these communities participate in, and benefit from, the clean energy economy.

(f) Connecting Communities. ComEd is in a unique position to support closing the digital divide by offering available reserve capacity ("middle-mile dark fiber") in areas of need to last mile providers, on an open access and non-discriminatory basis, where feasible and consistent with ComEd's obligations as a public and electric utility. As a regulated utility, ComEd builds and operates telecommunications facilities for utility purposes and to meet utility needs. ComEd acknowledges, however, that there may be unique opportunities to license use of middle-mile dark fiber in a manner that can benefit areas impacted by the digital divide while maintaining the usefulness of the fiber as a utility asset. ComEd will, on a non-exclusive basis, work with the City and internet service providers ("ISPs") committed to providing affordable quality home broadband access to leverage reserve capacity fiber assets and facilitate the expansion of fast, reliable, affordable broadband infrastructure to disadvantaged communities in a manner consistent with ComEd's duties as a utility, including through a pilot.

(g) Foster Innovation for Resiliency. The Parties recognize that there is unprecedented momentum building for cleaner energy future with a focus on decarbonization and electrification, while ensuring that all communities get the benefit of such transitions. Separate and distinct from the ComEd Community Resiliency Hub Initiative described in Exhibit A, the Parties agree to develop and

implement a community resilience concept to bring together a collection of technologies and services intended to advance decarbonization and resiliency to address the needs of communities which, due to economic inequality, face unique challenges from the disruption or loss of electric service due to climate events.

(h) Community-Based Outreach. ComEd shall leverage community-based outreach to educate communities about available financial assistance programs, such as the CEAA pilot program, a community-based outreach and awareness initiative that provides part-time employment to community residents as ambassadors to educate their communities and neighbors about available financial assistance programs. ComEd will continue its existing pilot program by funding one-hundred (100) ambassadors per year under the CEAA program in EIECs over the ten (10)-year period following execution of the Agreement.

The Parties shall seek to identify and incorporate opportunities to use Minority and Women Business Enterprise (“MWBE”) contractors and local talent, particularly from EIECs or other underrepresented populations, wherever prudent and reasonable and permissible under law.

Notwithstanding anything to the contrary, this Section 6 shall not impose on ComEd the obligation to contribute any funds or incur any costs that are not (x) fully recoverable through rates without any action, other than review of prudence and reasonableness, by a Competent Authority (as defined in the Franchise Agreement), or (y) to be funded by grants or other third-party sources. The Parties acknowledge that certain of the projects, tasks, and actions described and addressed in this Section 6 are also described and addressed in Exhibit A attached hereto. It is the intention of the Parties that the terms of this Section 6 and the terms of Exhibit A hereto shall be interpreted in a manner such that the Parties’ respective rights and obligations in this Section and in such Exhibit are consistent with each other; however, in the event of any conflict or inconsistency between the terms of this Section 6 and the terms of Exhibit A, the terms of Exhibit A shall govern and control as to the initiatives described in Exhibit A.

7. Other Commitments.

(a) ComEd shall designate adequate staffing resources with the appropriate level of expertise and understanding to coordinate with the City and its sister units of local government on public and private residential and commercial building electrification and public and private transportation electrification, particularly electrification of shared mobility transportation methods.

(b) ComEd shall maintain its headquarters within Chicago during the term of this Agreement.

8. Additional Economic Development.

(a) ComEd purchased the former Board of Trade building at 333 S. LaSalle Street in Chicago in 2021 as a potential site for a new substation to support forecasted load growth and increased electrification in the Central Business District of Chicago (“CBD”), including expected load from increased adoption of EVs and all-electric buildings. ComEd will in 2028 begin the planning, subject to regulatory review and approval, for the future construction of a new substation at 333 S.

LaSalle Street to meet forecasted load growth in the CBD. ComEd will, as part of this planning process, also investigate the use of other portions of the building and immediately adjoining space owned by ComEd for other ComEd functions, including to house offices or other activities for ComEd and/or its affiliates. During this planning process, ComEd will communicate with the City concerning the expected economic impact of the project both during and after construction.

(b) ComEd will propose and seek ICC approval of the construction and operation, in support of its utility functions, of a Clean Energy Training Hub to be located on the West Side of Chicago to help prepare/train/reskill individuals for jobs in the Illinois' clean energy transition as described in CEJA. This will target individuals from EIECs and engage government, education, labor, other industry partners and community-based organizations to promote equitable engagement throughout design, recruitment, training, support, and job placement phases of the program. The proposed Clean Energy Training Hub will offer training and certifications in categories including: skilled trades (electrical line work), energy efficiency, EV maintenance, EV infrastructure readiness, fiber installations, renewable energy installations (solar, battery storage, etc.), building electrification, technical engineering support, business operations, and related small business incubator programs. The proposed program will include tuition assistance and a stipend provided to each participant for wrap-around support services (transportation, housing, legal, childcare assistance, PPE, and tools) and will be sized to allow approximately 500 participants annually to benefit from the Clean Energy Training Hub. For the avoidance of doubt, the Clean Energy Training Hub is in addition to the Workforce Development Initiative to be funded under Section 2(b). The City will reasonably cooperate with ComEd in its pursuit of such Hub, including identification of potential properties, which shall include properties owned by the City and/or other units of local government, if any, that are suitable for such Hub based on ComEd-identified criteria.

9. Implementation and Reporting. Upon the Effective Date, the Coordination Council shall coordinate, and the Parties shall proceed in good faith to collaborate on, the commitments made herein. The Coordination Council shall report annually on or before April 1 (commencing April 1, 2024) on the goals, commitments, objectives and areas of mutual interest set forth in this Agreement, including with respect to the City and ComEd's commitments under Sections 6 and 7, with respect to both efforts over the prior year and plans for the coming year. The Coordination Council may create reports that describe the status of the specific projects and initiatives taken in furtherance of the goals, objectives, and areas of mutual interest, and identify any barriers to their implementation or realization that ComEd and the City could jointly work to overcome.

10. Data Transparency and Reporting. By providing access to relevant and important data, ComEd can help the City, members of the public, and interested stakeholders understand ComEd's performance, business, and impact within Chicago. To that end, to the extent legally permissible, ComEd commits to provide additional data and information as described below in addition to the reporting requirements contained in the Franchise Agreement for the duration of this Agreement:

(a) Clean Energy Reporting. ComEd shall provide the City with monthly anonymized reporting data on the adoption of clean energy utilization by residents in Chicago, specifically including: (1) the number of Illinois Solar for All projects within Chicago; (2) zip code level data on (i) the number of residents that have installed rooftop solar systems, and (ii) the number of residents that are subscribed to a community solar project; and (3) aggregate data on the number of new solar interconnection applications broken out by residential, commercial, and community solar projects. On an annual basis, ComEd shall provide to the City a map showing the location and number of community solar projects in Chicago.

(b) Information Systems. ComEd shall continue to provide information systems, including mapping tools identifying delivery system conditions, real-time outage map, and customer education toolkits. The Parties shall discuss on an ongoing basis the usefulness of each information system, and opportunities for improvement.

11. Legal and Regulatory Framework. The City and ComEd exist within a legal and regulatory framework that governs the topics in this Agreement. ComEd is a public utility under state and federal law and an Illinois public and electric utility, and as such, is subject to extensive regulation and oversight by, among others, the State of Illinois, including but not limited to the ICC, and the United States government, including but not limited to the Federal Energy Regulatory Commission ("FERC"), and bodies established or regulated by federal and State law. Notwithstanding anything herein to the contrary, all activities undertaken under this Agreement including, without limitation, the funding of programs and projects, the provision of utility services, and any changes in utility services, rates, rate designs, policies, or practices must be consistent with and implemented in accordance with such laws and regulations. Without limiting the foregoing:

(a) The Parties acknowledge that in carrying out this Agreement, there may be ICC or other Competent Authority approvals (including without limitation, for the full recovery of costs associated with the programs, initiatives, etc. in rates) that, in ComEd's judgment, become necessary and ComEd's commitments in carrying out projects and initiatives developed in accordance with this Agreement (including the initiatives described in Section 6 and Exhibit A) are contingent on receipt of ICC or other Competent Authority approvals. The City agrees to cooperate with and support ComEd's efforts to obtain the necessary approvals of the ICC or other Competent Authorities in connection with this Agreement. For the avoidance of doubt, this obligation to cooperate and support does not limit the City's right to participate or take any position in other proceedings before the ICC or any other Competent Authority.

(b) The Parties acknowledge that ComEd has entered into a three-year Deferred Prosecution Agreement ("DPA") on July 17, 2020 with the United States Attorney for the Northern District of Illinois. Nothing in this Agreement shall require ComEd to take any action that, in ComEd's judgment, may cause ComEd to violate, or cause it to come into conflict with the spirit or intent of, the DPA.

12. **Funding.** The City and ComEd will use good faith efforts to collaboratively identify, utilize, or apply for sources of funding, including, without limitation, local, state, federal, foundation and private sources, to support pilots, programs, and projects that could help the Parties meet the goals and objectives described herein, all in accordance with the terms and conditions described in Section 6 and more specifically set forth in Exhibit A. Neither ComEd, the Entity nor the City are obligated to fund the initiatives described in Section 6 and Exhibit A.

13. **Ethics.** ComEd is committed to maintaining a robust and comprehensive ethics and compliance program. Since July 2020, ComEd has implemented comprehensive ethics reforms, including adopting and enforcing policies that substantially strengthen oversight, controls, and guidance with respect to ComEd's interactions with public officials, and incorporate best practices from a review of numerous corporate and governmental ethics policies. While ComEd recognizes that an effective ethics program must continue to evolve in the face of changing risks, ComEd is committed to continually improve its ethics policies and practices (the version of its ethics policies and practices currently in effect as of the date hereof is attached as Exhibit D). ComEd will report annually to the City on any changes, if applicable, to its ethics policies and practices, and other subjects relevant to its ongoing and comprehensive ethics reform program.

14. **General Terms.**

(a) The Parties acknowledge that there may be specific areas where joint goals, objectives and areas of mutual interest are not identifiable or are otherwise not feasible or suitable for inclusion in this Agreement. In that regard, this Agreement is not intended to be exclusive or to limit other or future opportunities for cooperation and collaboration.

(b) The Parties acknowledge that in some instances projects and initiatives identified in connection with this Agreement may become subject to separate agreements authorized and executed outside the framework of this Agreement.

(c) The Parties acknowledge and understand that, unless specifically agreed to otherwise, each Party shall be responsible for carrying out its own obligations and bearing its own costs incurred in carrying out and supporting activities relating to this Agreement. As certain initiatives of this Agreement are explored and costs are determined, the Parties shall work together in good faith to determine how to further allocate costs and whether to incur such costs. Nothing in this Agreement shall enlarge, restrict or modify the regulation of such activities or the recovery of the costs of such activities in accordance with the law. In addition, the Parties shall support efforts to pursue any grants or other funding available for certain activities contemplated by this Agreement.

(d) Nothing in this Agreement shall invalidate or otherwise supersede any agreements or other legal obligations of either Party.

(e) This Agreement may not be amended except by written agreement executed by an authorized representative of each Party.

(f) This Agreement is contingent on and shall become effective as of the Effective Date of (and as defined in) the Franchise Agreement. In the event the Franchise Agreement is terminated for any reason, this Agreement shall automatically terminate concurrently with the termination of the Franchise Agreement.

(g) If one or more material provisions of the Franchise Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations hereunder. The invalidation, illegality or unenforceability of all or any part of this Agreement shall not in any way invalidate or otherwise impact the validity and enforceability of all or any part of Franchise Agreement.

(h) This Agreement, together with any exhibits hereto, is intended to be the complete and integrated understanding of the Parties with respect to the subject matter hereof. The Parties agree that contributions required to be made to the Entity hereunder are not Franchise Fees or intended by either party to be in lieu of Franchise Fees. Any Franchise Fees are identified as such in the Franchise Agreement.

(i) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of ambiguity or a question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

(j) Any disputes arising between the Parties with respect to this Agreement shall be resolved according to the process set forth in Paragraph 8.9 of the Franchise Agreement (except that references therein to "License" shall be deemed to refer to this Agreement).

(k) A complete original of this Agreement shall be maintained in the official records of each Party. This Agreement may be executed in counterparts, each of which shall constitute one Agreement notwithstanding that the signatures of both Parties do not appear on the same page.

(l) The execution, delivery, and performance by the Parties of this Agreement does not, in any way, amend, modify, or otherwise alter any such Party's respective rights and obligations under any other agreement or instrument by which it is bound.

(m) In interpreting this Agreement, unless a clear contrary intention appears: (i) when a reference is made to a Section, such reference shall be to a Section of this Agreement; (ii) headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (iii) reference to a person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are authorized by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (iv) reference to any agreement, document, instrument, law, rule or regulation means such

agreement, document, instrument, law, rule or regulation as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time; (v) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not any particular Section or other provision hereof or thereof; (vi) whenever the words “include” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”; and (vii) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

(n) Nothing in this Agreement is intended to create or form, and shall not be deemed or construed as creating or forming, a joint venture, partnership, trust, or any similar legal relationship between the Parties or between either Party and the Entity.

(o) This Agreement does not grant or convey any right or license to use any trade secret, patent, copyright, or other intellectual property right belonging to either Party.

(p) This Agreement is for the benefit of the signing Parties only and shall be binding on them and their respective representatives, legal representatives, successors and permitted assigns. Neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party.

(q) There are no third-party rights created by this Agreement and there are no third-party beneficiaries entitled to the benefits of this Agreement.

(r) Any notice permitted or required by this Agreement shall be made in writing and shall be served by email communication and regular mail, postage prepaid, return receipt requested. Notice shall be effective upon the date such email is delivered or, if not delivered for any reason, upon the date of receipt of the mailing. The address for notice to each Party is as follows, as may later be changed by a Party upon notice:

(i) If to the City:

City of Chicago
Department of Assets, Information and Services (AIS)
2 N. LaSalle Street, Suite 200
Chicago, IL 60602

with a copy to

Chief Sustainability Officer
City Hall
121 N. LaSalle Street
Chicago, IL 60602

(ii) If to ComEd:

Vice President, Government, Regulatory, and External Affairs

10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603

With a copy to:

General Counsel
10 South Dearborn Street, 52nd Floor
Chicago, Illinois 60603

15. **Choice of Law.** This Agreement shall be construed according to the laws of the State of Illinois, without reference to choice of laws or conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CITY OF CHICAGO

By: _____

Printed Name:_____

Title: _____

COMMONWEALTH EDISON COMPANY

By: _____

Printed Name:_____

Title: _____

Exhibit A

Initiatives

To advance the Energy and Equity Agreement, the Parties will begin their collaboration with the initiatives listed in the following chart. ComEd and the City will endeavor to pursue up to \$400 million in grants and other sources of funds, public or private, to implement over the course of the term of this Agreement. This list is not exhaustive, and projects will be further refined and added through the Coordination Council with the input of the Energy and Equity Advisory Panel. For the avoidance of doubt, these initiatives are not required to be funded by the Entity or ComEd.

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
6.b. Advance Decarbonization				
Accelerate and Expand Affordable Multifamily, LMI Housing, and Neighborhood Efficiency and Electrification	ComEd will work with the City to coordinate deployment of the City's Recovery Plan funding for Energy Efficiency and Renewable Energy with ComEd's Plan 6 funding, including providing \$24M in Plan 6 low-income and multifamily weatherization funding for the period 2022-2025. ComEd will also propose leveraging Plan 6 funding to co-fund path-to-zero demonstration projects through the City's community anchor deep retrofits effort.	<ul style="list-style-type: none"> Coordinated funding will allow bigger, deeper impact in the City's affordable decarbonization and LMI retrofit efforts; ability to deepen support for MWBE firms Path-to-zero demonstration projects will leverage funding and ComEd technical expertise to test cutting edge technologies and produce learnings for the local community and future projects; ability to leverage and expand with key collaborators and stakeholders (such entities undertaking weatherization efforts in Chicago, local community organizations, etc.) 	Ready to start Parties to identify communities and anchor institutions	Q2 2022 – Q4 2025

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Comprehensive Roadmap for City Retrofits and Electrification	ComEd commits to include the City's buildings in ComEd's pilot of comprehensive energy efficiency studies, fully funded by ComEd, for large public sector customers. This study will inventory cost-effective energy efficiency and electrification opportunities across the City's portfolio of buildings and facilities and create a plan to make identified improvements over a multi-year period. Upon reasonable notice, ComEd would support the City's election to utilize community-led decision-making as a part of this process (i.e., through participation and attendance).	<ul style="list-style-type: none"> Allows comprehensive analysis of City building portfolio for energy efficiency opportunities and identification of potential funding sources, to allow for millions of dollars in energy savings 	Ready to start	Q2 2023 – Q4 2024
Technical Expertise to Align Building Codes and Standards with Climate Best Practices	Upon reasonable request by the City, ComEd will use good faith efforts to support the City in efforts to establish building performance standards for existing buildings and standards for new buildings (including "stretch" or "reach" codes or other zero net carbon strategies for new buildings). ComEd will provide technical expertise to support building performance standards and code or strategy development, reasonable data access and/or tool development, and engagement in the policy process.	<ul style="list-style-type: none"> Assist in modernizing City policies and regulations, laying the foundation for transformational, city-wide building decarbonization, to achieve climate goals 	Ready to start	Q2 2023 – Q4 2025
6.b. Enable a Just Clean Energy Transition				
Solar for All Residential Solar	ComEd, directly or indirectly, will submit an application for Illinois Solar for All (ILSFA) RECs seeking authorization to provide up to 200 7 kW residential rooftop installations per year for low-income residents in Chicago, where feasible and in a manner that is consistent with ComEd's rates, terms, conditions, and standards of service. The project will be undertaken by EdiSun, a wholly owned ComEd subsidiary, or through another solar developer chosen by the City subject to certain terms and conditions as mutually agreed upon by the Parties. The Parties will use good faith efforts to use a M/WBE solar developer willing to participate in the project. The City will assist in identifying eligible low-income residents to participate. ILSFA budget is approximately \$24M per year.	<ul style="list-style-type: none"> Ability to prioritize EIECs in equitable transition to renewables Increases household savings for low-income residents by providing free renewable energy for one-year Ability to partner and collaborate with community organizations and other agencies that provide weatherization services, roof-services, etc. 	Contingent upon successful ILSFA application for residential solar RECs Identify solar developer and qualified low-income residents	Start in 2024, need to identify partners and participants and submit application.

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Add Solar Generation within Chicago	The City and ComEd will work together to seek to add non-utility solar to the microgrid at one or more City-owned or controlled solar-ready locations. The City will need to identify and select a participating solar developer and the proposed solar facility will be required to go through the ICC's standard interconnection process in order to proceed with the interconnection. Upon the City's reasonable request, ComEd will provide technical assistance in formulation of the request for proposal, including adding specifications for the interconnection-ready site. The proposed site would have a total of 250kW DC output with four 50kW inverters giving the site a total capacity of 200kW AC. The site may be integrated to the ComEd microgrid operations. Upon the City's request, the City and ComEd will collaboratively seek federal or similar funding for the project.	<ul style="list-style-type: none"> • Advancement of City's renewable energy goals in cost-effective manner 	<p>City to secure funding and identify solar developer partner</p> <p>Successful completion of standard ICC interconnection process</p>	Timing dependent on City's solar developer selection process
Expand Solar Education	ComEd will work with the City to develop: (1) educational material for residents on solar and options available to them, highlighting the costs, benefits and what they take into consideration, and (2) educational webinars aimed at solar developers with key stakeholders (such as the Illinois Power Agency, Department of Commerce and Economic Opportunity, and other organizations focused on EIECs). ComEd will host a maximum of twenty (20) educational sessions per year. In addition, ComEd will host a series of forums with solar developers, including at least one which will focus on solar developments in Chicago, in collaboration with the City, to identify opportunities for solar development in Chicago.	<ul style="list-style-type: none"> • Ability to develop clear educational materials to expand awareness and understanding of solar 	Ready to start	Begin in Q3 2023
Multifamily Housing (MFH) Community Solar	ComEd and the City shall, beginning no later than January 1, 2024, work collaboratively and with other stakeholders to identify appropriate and viable pilot opportunities to allow more access to community solar for MFH. Upon mutual agreement, the Parties shall seek to initiate such pilots.			

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Metering Study	ComEd shall work with the City and other stakeholders to discuss, no later than December 31, 2023, metering opportunities that may contribute to the advancement of energy efficiency, solar, beneficial electrification, and building decarbonization.			
Equitable Decarbonization Tools	The Parties will, beginning no later than July 1, 2023 collaborate on new or expanded tools, including without limitation maps, visualizations, and data sharing, that can be used to advance equitable decarbonization efforts, including the integration and utilization of distributed energy resources and beneficial electrification technologies. This collaboration will include discussion of tools to promote the communication of information supporting anticipated decarbonization efforts of the City and State and Federal governments. ComEd may also propose other potential tools or initiatives to discuss with the City.			
Permitting	ComEd and the City shall discuss permitting opportunities that support the objectives of this Agreement.			
6.c. Promote Personal Mobility and Improve Air Quality				
Pilot Extension of Standard Service for Municipally-Owned e-Bike Charging Stations Located in the Public Way	ComEd will develop and propose a pilot to the ICC that would extend standard service to include conduit up to the customer meter for more efficient installations of municipally-owned e-bike charging stations located in the public way. Pilot is subject to ICC approval. The City agrees to support the filing with the ICC and to assist with OUC approval to meet desired installation time frames. This program will likely be superseded by a broader make-ready rate/tariff, which will also require ICC approval. Subject to a maximum of 500 feet of facilities from ComEd's overhead or underground distribution system.	<ul style="list-style-type: none"> Facilitates micromobility across the City, which reduces fossil-based traffic improving City air quality, public health and reduce citywide emissions 	<p>Submission to and approval by ICC</p> <p>City to support ICC filing</p>	In process

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Grid Technology and Vehicle Electrification Initiatives	ComEd will develop, beginning no later than January 1, 2024, and propose to the ICC at least three (3) new pilots or demonstration projects designed to investigate innovative grid technologies and/or vehicle electrification initiatives, how and when to best deploy them, and/or their impact on customers by December 31, 2027.			
6.d. Propel Clean Energy Careers				
Workforce Development Initiative	ComEd will propose and lead development of a public-private workforce development collaborative that reflects a joint commitment from ComEd, government, other industry partners, labor, education, and community-based organizations to prepare, train and reskill individuals from disadvantaged communities for Illinois' clean energy careers. The collaborative will build upon the City Colleges of Chicago and Chicago Public Schools infrastructure to develop more expansive clean energy training and support through Dawson Technical Institute and another location on the West side of Chicago as mutually agreed to upon by the collaborative. The Workforce Development Initiative would provide training and certifications in several work categories including skilled trades, energy efficiency, EV maintenance, fiber installations, renewable energy installations, and business operations. The program will also include wrap-around support services for students (such as transportation, housing support services, legal support, assistance with childcare, personal protective equipment, tools, and stipends).	<ul style="list-style-type: none"> • World-class public-private partnership leveraging and expanding City Colleges of Chicago program structure • Supports just transition to clean energy jobs through comprehensive services • Prioritizes clean energy job training in priority communities 	Secure cooperation from key stakeholders such as City Colleges of Chicago, and other public and private stakeholders	Expansion of the Overhead Electrical Line Worker program at Dawson Technical Institute planning to begin by Q2 2023

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Expand CONSTRUCT Program	<p>On an annual basis over a period of ten (10) years, ComEd will use good faith efforts to achieve the following for our workforce development training and apprenticeship programs:</p> <ul style="list-style-type: none"> - Recruit 35% of CONSTRUCT Infrastructure Academy classes from EIEC communities, and - Provide full scholarships for ten (10) students from the CONSTRUCT Infrastructure Academy to attend Dawson Technical Institute, a division of Kennedy-King College, for the electricity program, which includes tuition, books, and a stipend (total costs estimated at \$8,000 per student). 	<ul style="list-style-type: none"> • Increased training in the clean energy space of residents from prioritized communities • Trained residents receive dedicated assistance preparing for and being connected to jobs in the industry • Removes barriers to entry through scholarships and stipends 	Parties to identify second school for expansion	<p>Recruiting will begin in Q4 2023 for the 2024 class</p> <p>10 full scholarships for ten (10) students from the CONSTRUCT Infrastructure Academy to attend Dawson Technical Institute will be offered beginning in Q2 2023</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Expand Chicago Builds Program	<p>ComEd will collaborate with Chicago Public Schools (“CPS”) to expand the Chicago Builds program with a specific focus on the electricity track by:</p> <ul style="list-style-type: none"> - Collaborating with CPS to expand the Chicago Builds program into a second school on the West side of Chicago - Increasing funding to \$320K per year for ten (10) years for a current or future Chicago Builds location to support instruction (i.e., two instructors per year, one at each school) and purchase of materials - Establishing an energy curriculum for the Electricity track (including Distribution, Transmission & Substation, Energy Efficiency, Solar, Beneficial Electrification, Field & Meter) - Expanding mentoring opportunities by providing up to fifteen (15) mentors for the program per year for ten (10) years, and - Expanding trades-related internship opportunities at ComEd for up to ten (10) students from the program per year for ten (10) years. <p>This program aligns with the CPS-City Colleges Roadmap goal to provide early college and work-based learning opportunities to high school students.</p>	<ul style="list-style-type: none"> • Build a pipeline of talent from high school that is prepared to enter the trades. 	<p>Ready to start</p> <p>Secure cooperation from CPS</p>	<p>Begin expansion of energy curriculum by Q1 2023</p> <p>Begin planning for expansion into second school by Q4 2023</p>
6.f Connecting Communities				
Make Dark Fiber Available to Bridge the Digital Divide	<p>Pursuant to all regulatory, legal, technologically feasible, and, commercial restrictions, as determined by ComEd, ComEd will make reserve dark fiber capacity available for ISPs who are providing last-mile affordable and quality broadband access to historically underinvested neighborhoods, such as EIEC neighborhoods.</p> <p>To support this initiative, including last-mile development, the City may provide ISPs and community organizations with support through competitively</p>	<ul style="list-style-type: none"> • Increase diversity of broadband market in Chicago, leading to more affordable and quality options for low-income families on the South and West Sides • Narrow the digital divide in Chicago which disproportionately impacts low-income families and communities of color 	<p>City to issue Request for Proposals to fund broadband solutions. For ISPs who seek access to dark fiber and whose solutions are in neighborhoods where ComEd</p>	<p>Initial Phase-100 Miles of Fiber will be made available within the target communities</p> <p>Planning and engineering-</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
	<p>awarded Chicago Recovery Plan allocations, physical asset availability, or other resources.</p> <p>The City's support, paired with access to ComEd's dark fiber, will facilitate the expansion of fast, reliable, affordable broadband infrastructure to disadvantaged communities.</p> <p>During the initial phase of this pilot, ComEd will work to leverage approximately one-hundred (100) miles of reserve capacity fiber to expand connectivity in two neighborhoods designated by Licensee. During the second phase of this pilot, the Parties will work to leverage approximately four-hundred (400) miles of reserve capacity fiber to expand connectivity to additional historically disinvested communities on Chicago's South and West sides. The Parties will use American Community Survey data when applicable and feasible. The City may advise on key performance indicators ("KPIs") to enable and track progress toward broadband equity within areas of need. Additional opportunities to support closing the digital divide may include the installation of strategically located off-ramps (e.g., third-party interconnection points) at key locations along ComEd's fiber routes where reserve capacity exists. These locations may act as a point of connection for last-mile providers to easily leverage ComEd's middle-mile infrastructure without interfering with ComEd's electric operations, due to the fact that ComEd cannot justify these investments in building these interconnection points as prudent and reasonable. Third party funding will be required to construct these key interconnection points and to reduce the cost of interconnection, which allows for savings to be passed to broadband retail customers.</p>		<p>dark fiber exists, City to make connection to ComEd to explore licensing opportunities.</p>	<p>Began Q1 2022 Deployment of Fiber Optic Supply Cable – In Progress (Planned completion Q4 2023) Fiber will be available for licensing Q1 2024</p> <p>Second Phase: 400 miles will be made available in the broader West and South Side communities Planning and engineering- Began Q1 2023 Deployment of Fiber Optic Supply Cable to begin Q1 of 2024 with completion planned for 2026/2027 Portions of the Fiber will be made</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
				available starting in 2026 and the remainder in 2027
6.g. Foster Innovation for Resiliency				
ComEd Community Resiliency Hub	The City and ComEd will collaboratively seek IIJA funds for this demonstration project in a selected neighborhood. To transform the chosen neighborhood into a Community Resiliency Hub, we will use smart grid technologies to achieve higher levels of flexibility and resiliency through controls and grid infrastructure upgrades. This Community Resiliency Hub will layer in several features to benefit the local community such as: EV charging stations, energy efficiency intelligent communities, modularized grid technologies, and fiber infrastructure, allowing communities to leverage broadband through services providers using our network. This project focuses on realizing a model future grid capable of operating at higher energy efficiency by enabling higher renewables penetration (such as solar), and ability to work on a modular scale to boost the grid and community resiliency. Preliminary cost is estimated at \$100M. The City agrees to support any grant or other funding applications necessary.	<ul style="list-style-type: none"> • Ability to test and demonstrate the concept of flexible grid will boost the need for emerging technologies as this is transformational concept for grid operation • Hub will contribute to workforce creation in manufacturers and to train engineers, architects, building scientists, building energy permitting and enforcement officials, and building technicians in energy-efficient design and operation. 	<p>Contingent upon successful IIJA or other local, state, federal and other external funding sources.</p> <p>Engage key community stakeholders.</p>	Estimated 5-year project
Community-Level Resiliency and Capacity Building Initiatives	The Parties will collaborate to develop two neighborhood resilience and capacity building initiatives of strengthened community-level emergency preparedness, response, and recovery strategies. These initiatives will integrate several features to benefit the local community in preparation for and response to localized emergencies which may result in power disruptions.	<ul style="list-style-type: none"> • By utilizing place-based strategies for design and implementation of these initiatives, residents can more immediately access information and resources during or after an emergency event with the goals of lessening the immediate burden on local and state emergency management teams and utility operators while ensuring residents receive the immediate support they need until further assistance arrives. 	Engage key community stakeholders.	

Exhibit B

Form of Articles of Incorporation

ARTICLES OF INCORPORATION

General Not For Profit Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-9522
ilsos.gov

Remit payment in the form of a
cashier's check, certified check,
money order, or Illinois attorney's
or C.P.A.'s check payable
to Secretary of State.

_____ File # _____ Filing Fee: \$50 Approved: _____

----- Submit in duplicate ----- Type or print clearly in black ink ----- Do not write above this line -----

Article 1.

Corporate Name: _____

Article 2.

Name and Address of Registered Agent and Registered Office in Illinois:

Registered Agent: _____
First Name Middle Name Last Name

Registered Office: _____
Number Street Suite # (P.O. Box alone is unacceptable)
IL
City ZIP Code County

Article 3.

The first Board of Directors shall be _____ in number, their Names and Addresses being as follows.
Not less than three

Director Name	Street Address	City	State	ZIP Code

Article 4.

Purpose(s) for which the Corporation is organized:

(continued on back)

Article 5.

Other provisions (**For more space, attach additional sheets of this size.**):

Article 6.

Is this Corporation a Condominium Association as established under the Condominium Property Act? (check one)

☐ Yes ☐ No

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)

☐ Yes ☐ No

Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one)

☐ Yes ☐ No

Article 7.**Names & Addresses of Incorporators**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated _____, _____
Month Day Year

Signatures and Names

1. _____
Signature

Name (print)

2. _____
Signature

Name (print)

3. _____
Signature

Name (print)

Post Office Address

1. _____
Street

City, State, ZIP

2. _____
Street

City, State, ZIP

3. _____
Street

City, State, ZIP

Signatures must be in BLACK INK on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that **it will comply with the state and local laws and ordinances relating to alcoholic liquors.**

Return to:

Firm Name

Mailing address

Attention

City, State, ZIP

**Rider to Articles of Incorporation
of
Clean Energy and Equity Collaborative NFP**

Article 4:

The purposes of the Corporation are to consider, discuss and determine the projects that will receive funding to achieve the goals within the City of Chicago, Illinois 2022 Climate Action Plan, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. The Corporation shall publicly invite third party applicants to submit project proposals for consideration that contribute to that intention.¹

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any of its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any provision of these Bylaws or the Articles of Incorporation of the Corporation to the contrary, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

Upon dissolution of the Corporation, the Board of Directors of the Corporation shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of general jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

¹ NTD: Taken from Section 3(b) of Energy and Equity Agreement. Prior language: “(i) to receive funds from parties interested in funding the Corporation’s activities and (ii) to identify, consider, discuss, and determine the projects to be funded that are intended to lead to an equitable transition in the use of energy anchored in values of economic inclusion and savings, pollution burden reduction, and equitable access to critical infrastructure and community health and resilience, prioritizing delivering meaningful community benefits and infrastructure improvements all while advancing equity for disadvantaged communities in the City of Chicago, Illinois.”

Exhibit C
Form of Bylaws

EXHIBIT C
Form of Bylaws
BYLAWS
OF
CLEAN ENERGY AND EQUITY COLLABORATIVE NFP

ARTICLE 1

Purposes

The purposes of the Corporation are to consider, discuss and determine the projects that will receive funding to achieve the goals within the City of Chicago, Illinois 2022 Climate Action Plan, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. The Corporation shall publicly invite third party applicants to submit project proposals for consideration that contribute to that intention.

ARTICLE 2

Members

Section 2.1. *Members.* The Corporation shall have two members (the “*Members*”): (i) the City of Chicago, Illinois, an Illinois home rule municipality (the “*City*”), and (ii) Commonwealth Edison Company, an Illinois corporation (“*ComEd*”). Membership is not transferable except to a successor by operation of law.

Section 2.2. *Limited Voting Rights.* The Members shall have no voting rights except to the extent provided in Article 3 with respect to the election, tenure designation, removal, and replacement of directors of the Corporation.

Section 2.3. *Action Without a Meeting.* Except for the requirements of the Open Meetings Act as applied, any action to be taken by a Member may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by such Member. The consent shall set forth the action taken, bear the signature of an authorized person on behalf of the Member and shall be delivered to the Secretary to be filed in the records of the Corporation. The action taken shall be effective when signed by the Member unless the consent specifies a different effective date.

ARTICLE 3

Board of Directors

Section 3.1. General Powers. The Board of Directors shall have full and complete authority, power, and discretion to direct, manage, and control the business and affairs of the Corporation and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Corporation.

Section 3.2. Number and Qualifications. The number of directors shall be seven, consisting of five individuals designated as Class A Directors (the “*Class A Directors*”) and two individuals designated as Class B Directors (the “*Class B Directors*” and, together with the Class A Directors, the “*directors*” and individually, a “*director*”). One of the Class A Directors shall be a member of the Energy and Equity Advisory Panel (as defined and established pursuant to the Energy and Equity Agreement, dated [●], 2023, between the City and ComEd (as the same may be amended, the “*Energy and Equity Agreement*”). Directors may not be elected City officials, appointed City officials (other than insofar as the appointment as a director hereunder is deemed to make the individual an appointed City official) or lobbyists, and may not be current employees or directors of Exelon Corporation or its affiliates. Directors must be residents of Chicago, Illinois.

Section 3.3. Election and Tenure.

(a) The Class A Directors shall be elected by the City, and the Class B Directors shall be elected by ComEd. Those elections shall occur during the month of [●] in each year, or as soon thereafter as conveniently possible. The City and ComEd shall provide each other the name and background of each individual to be elected by it under this Section 3.3 as a director 14 days prior to any election of that individual as a director in order to allow the other to review and comment prior to the election of such individual as a director.

(b) The directors shall be divided into three tenure classes, with the first class consisting of two Class A Directors and one Class B Director, the second class consisting of two Class A Directors, and the third class consisting of one Class A Director and one Class B Director. Each member of a class of directors shall be elected and hold office for a term of three years and until a successor has been elected and qualified, except that the initial members of the first class of directors shall be elected for a term of one year and the initial members of the second class of directors shall be elected for a term of two years. The initial tenure class designation of a director shall be determined by the Member who elected that director and shall be indicated in a written notice to the Secretary. A director may serve for successive terms.

Section 3.4. Resignation. A director may resign at any time by written notice delivered to the Member that elected such director and the Secretary of the Corporation. A resignation is effective when the notice is delivered to the such Member unless the notice specifies a date later than the date of delivery. The resignation of a director need not be accepted in order to be effective.

Section 3.5. Removal of Directors. A director may only be removed by the Member that elected that director. Any such removal may be made at any time, with or without

cause, by the applicable Member delivering a written notice of such removal to the Secretary of the Corporation.

Section 3.6. *Vacancies.* A vacancy with respect to a Class A Director shall be filled by the City, and a vacancy with respect to a Class B Director shall be filled by ComEd. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.7. *Annual Meeting.* The annual meeting of the Board of Directors shall be held during the month of [●], subject to providing notice as provided in Section 3.10.

Section 3.8. *Regular Meetings.* Regular meetings of the Board of Directors shall be held with notice as provided in Section 3.10 on the dates and places to be determined by the Board of Directors in Chicago, Illinois.

Section 3.9. *Special Meetings.* Special meetings of the Board of Directors may be called in accordance with Section 3.10 by or at the request of the Chair or any two directors, and such person or persons may fix any place in Chicago, Illinois, as the place for holding any special meeting of the Board so called.

Section 3.10. *Notice of Meetings.* Notice of any regular or special meeting of the Board of Directors shall be given to the public in the manner and at the time or times provided in the Illinois Open Meetings Act. No notice of regular meetings need be given to directors beyond the resolution establishing the date or schedule of such regular meetings for a calendar year. Notice of any special meeting of the Board of Directors shall be given in accordance with these Bylaws and the Illinois Open Meetings Act at least two days in advance thereof by written notice to each director at the address shown for such director on the records of the Corporation. Notice of a special meeting may be waived in a writing or e-mail by the person or persons entitled to such notice either before or after the time of the meeting. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.11. *No Action Without a Meeting.* No action may be taken by the Board of Directors by written consent without a meeting. All actions by the Board of Directors must be taken at a public meeting duly noticed and at which a quorum of directors shall be present.

Section 3.12. *Attendance by Electronic Means.* Notwithstanding the foregoing requirements, Directors or nondirector committee members may participate in and act at any meeting of such board or committee through: (a) the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other; or (b) any other means permitted under the Illinois Open Meetings Act; provided at least a quorum of the Board of Directors or committee must be physically present at the location of the public meeting. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 3.13. *Quorum.* One-half (1/2) of the directors then in office shall constitute a quorum for the transaction of business at any meeting, provided at least one Class A

Director and at least one Class B Director are present, and provided further if less than one-half (1/2) of the directors are present, a majority of the directors then present may adjourn the meeting to another time without further notice. Withdrawal of directors from any meeting shall not cause failure of a duly constituted quorum at that meeting.

Section 3.14. *Action at a Meeting.* (a) Except as provided in Section 3.14(b), the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Articles of Incorporation.

(b) The following actions shall require the affirmative approval of at least one of the Class B Directors:

- (i) any amendment to the Articles of Incorporation or these Bylaws;
- (ii) any merger, consolidation, division, dissolution or liquidation of the Corporation;
- (iii) any transfer of assets other than in connection with (1) the day-to-day management of the Corporation's cash and cash investments and (2) the funding of a project;
- (iv) any investment of the Corporation's funds in other than (1) bank accounts and certificates of deposit, (2) securities and obligations of the federal government or federal government agencies or (3) money market mutual funds;
- (v) any loan of the Corporation's funds (excluding investments described in Section 3.14(b)(iv)(2));
- (vi) any approval of a project that does not meet the requirements of Sections 6.2 and 6.3; or
- (vii) any expenditure that would cause the Corporation's aggregate expenditures for administrative, fiscal sponsorship, and operating costs to exceed \$500,000 in a calendar year.

Section 3.15. *Proxy Prohibited.* No director may act by proxy on any matter.

Section 3.16. *Interested Directors and Conflicts of Interest.*

(a) A director who is directly or indirectly a party to a transaction with the Corporation (an "*interested director*") shall disclose the material facts of the transaction and his or her interest in or relationship to such transaction to the Board of Directors and to any committee of the Board considering such transaction prior to any action by the Board or such committee to authorize, approve or ratify such transaction. A director is "indirectly" a party to a transaction if the entity which is a party is an entity in which the director has a material financial interest or of which the director is an officer, director or general partner.

(b) The presence of the interested director or of a director who is otherwise not disinterested may be counted in determining whether a quorum of the Board of Directors or a committee of the Board is present but may not be counted when action is taken on the transaction.

ARTICLE 4

Committees

Section 4.1. *Committees of the Board of Directors.* A majority of the Board of Directors may create one or more committees of the Board, which committees, to the extent specified by the Board and not otherwise prohibited by law, may have and exercise the authority of the Board of Directors in the management of the Corporation. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him or her by these Bylaws. A committee shall have at least one Class A Director and one Class B Director as members and a majority of the membership of such committee shall be directors.

Section 4.2. *Action of Committees of the Board.* A majority of a committee of the Board of Directors, but not less than one Class A Director and one Class B Director, shall constitute a quorum. The act of a majority of committee members present and voting at a meeting at which a quorum is present shall be the act of the committee. A committee may participate in and act at any meeting through the use of a conference telephone or other similar communications equipment in the manner and to the extent provided in Section 3.12 of these Bylaws. A committee may not act by written consent in lieu of a meeting. No member of such committee of the Board may act by proxy. Subject to these Bylaws and to action by the Board of Directors, a majority of the members of a committee of the Board shall determine the time and place in Chicago, Illinois of meetings and the notice required for meetings. Notice of any meeting of a committee shall be given to the public in the manner and at the time or times provided in the Illinois Open Meetings Act.

Section 4.3. *Advisory Committees.* The Board of Directors may create one or more advisory committees or other advisory bodies and appoint persons to such advisory committees or bodies who need not be directors. Such advisory committees or bodies may not act on behalf of the Corporation or bind it to any action but may make recommendations to the Board of Directors.

ARTICLE 5

Officers

Section 5.1. *Enumeration.* The officers of the Corporation shall be a Chair, a President, a Secretary, and a Treasurer, and may include such other officers or assistant officers as may be elected or appointed by the Board of Directors. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person. Only directors of the Corporation may be officers.

Section 5.2. *Election and Term of Office.*

(a) An officer shall be elected by the Board of Directors at the annual meeting specified in Section 3.7 at which expires the term of the incumbent in office, or sooner, as determined by the Board of Directors, in the event of a vacancy in an office as a result of death, resignation or removal.

(b) Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Election or appointment of an officer or agent shall not of itself create any contract rights.

Section 5.3. *Resignation and Removal.*

(a) Any officer may resign at any time by giving notice to the Board of Directors, the Chair, or the Secretary. A resignation is effective when the notice is delivered unless the notice specifies a date later than the date of delivery. The resignation of an officer need not be accepted in order to be effective.

(b) The Board of Directors may remove any officer, either with or without cause, whenever in its judgment the best interests of the Corporation would be served thereby.

Section 5.4. *Vacancies.* A vacancy in any office, however caused, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.5. *Compensation.* The Board of Directors, and other officers, shall not be entitled to receive any compensation or other forms of remuneration for their service as a director or officer other than reimbursement for reasonable out-of-pocket costs associated with attending Board meetings.

Section 5.6. *Chair.* The Chair of the Board shall preside at all meetings of the Board of Directors which he or she attends and shall have such other authority and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The Chair may sign, alone or with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases in which the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. The Chair may vote all securities which the Corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer, employee or agent of the Corporation by the Board of Directors.

Section 5.7. *President.* Subject to any directions given by the Board of Directors, the President, if one is appointed by the Board of Directors, shall in general supervise and control the day-to-day business and affairs of the Corporation and shall perform all duties customarily incident to the office of President and such other duties as may be assigned to him or her from time to time by the Board of Directors.

Section 5.8. *Treasurer.* If required by the Board of Directors, the Treasurer shall give a bond (which shall be renewed regularly) in such sum and with such surety or sureties as the Board of Directors shall determine for the faithful discharge of his or her duties and for the

restoration to the Corporation, in case of such Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in such Treasurer's possession or under such Treasurer's control belonging to the Corporation. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with these Bylaws; (c) disburse the funds of the Corporation as ordered by the Board of Directors or as otherwise required in the conduct of the business of the Corporation and render to the Chair or the Board of Directors, upon request, an account of all his or her transactions as Treasurer and on the financial condition of the Corporation. The Treasurer shall in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chair or by the Board of Directors.

Section 5.9. *The Secretary.* The Secretary shall (a) keep the minutes of meeting of the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation; (d) keep a register of the post office address of each Member, director or committee member, which shall be furnished to the Secretary by such Member, director or committee member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or the Board of Directors.

Section 5.10. *Assistant Treasurers and Assistant Secretaries.* The Treasurer and the Secretary may have an assistant to aid their duties in office. An assistant's term in office shall mirror the term for the officer he or she supports. The Assistant Treasurers shall, respectively, if required by the Board of Directors, give bonds (which shall be renewed regularly) for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries shall, in general, perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively; but such assignment or delegation shall not relieve the principal officer of the responsibilities and liabilities of his or her office. In the absence of the Secretary or Treasurer, or in the event of his or her inability or refusal to act, the Assistant Secretaries or the Assistant Treasurers, as the case may be, in the order determined by the Board of Directors (or if there be no such determination, then in the order determined by the Board) shall perform the duties and exercise the powers of the Secretary or the Treasurer. In addition, the Assistant Treasurers and Assistant Secretaries shall, in general, perform such duties as may be assigned to them by the Chair or the Board of Directors.

ARTICLE 6

Project Process

Section 6.1. *Project Submission and Approval.* Each Member may present, or allow third parties to present, proposed projects to the Board of Directors for consideration and possible funding by the Corporation, including the projects identified in the Energy and Equity Agreement. The Corporation may, commit to fund projects meeting the criteria set forth in Sections 6.2 and 6.3 that are approved by the Board of Directors by a majority vote of directors

present at a meeting (or, subject to the approval required by Section 3.14(b)(vi), projects that do not meet one or more of the criteria set forth in Section 6.2 and 6.3). Project submission and related grant agreements shall be treated as containing confidential and proprietary information.

Section 6.2. *Project Requirements.*

(a) Subject to Section 3.14(b)(vi), a project to be funded by the Corporation shall meet the following requirements:

(i) The project must prioritize an equitable transition to the use of clean energy and/or must promote equitable decarbonization anchored in values of economic inclusion and savings, pollution burden reduction, equitable access to critical infrastructure and/or community health and resilience. Projects should advance the pillars, strategies, and actions in the then-current CAP, including, but not limited to, retrofitting, weatherizing, and decarbonizing buildings; installing and encouraging access to community solar and other renewable energy sources that prioritize energy resiliency and reducing energy burden in EIECs; expanding access to electric micro-mobility options; and enabling zero-emission transit and fleets. Projects must prioritize delivering measurable and equitable community benefits and infrastructure improvements with a specific focus on EIECs and other under-resourced communities, and must demonstrate significant community engagement in project design and implementation. The project must be presented to the Board in a written proposal which describes, at a minimum, the following: (A) the amount of funding requested from the Entity as well as the total project cost to the extent the two amounts are different; (B) the purpose, milestones, and objectives sought to be achieved; (C) how progress toward achieving those milestones and objectives will be measured, including whether achievement of the milestones and objectives is dependent upon funding or incentives from other sources (including any conditions precedent to that funding or incentives); (D) how the project advances specific actions, strategies and pillars in the City's then-current CAP and other relevant energy policies to achieve equitable outcomes for residents; (E) how the project will be administered and implemented; and (F) how the project will be designed and implemented with community residents and partner organizations. Any project proposal must provide for quarterly reporting to the Entity.

(ii) The project will be administered and overseen by a party who, in the opinion of the Board, is qualified to perform the activities or undertakings of the project. To make this determination, the Board shall review a description of qualifications for the work to be performed as a part of the project. The applicant must demonstrate the institutional and financial controls in place to administer the project in accordance with the restrictions and guidance provided by the Entity.

(iii) The applicant must provide a detailed project budget. Eligible costs associated with the project may include:

- a. Pre-project development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning,

permitting, planning, architectural designs, and engineering studies;

- b. Costs of repair, rehabilitation, construction, improvement, and acquisition of property, equipment, and facilities;
- c. Costs of health and safety improvements to address inequities in housing conditions to enable clean energy solutions; and
- d. Personnel costs including salaries and fringe benefits for staff, consultants, and contractors required for carrying out a project.

(iv) The project must have, or include a plan to obtain, any necessary regulatory approvals and permits and must otherwise comply with applicable law.

(c)

Section 6.3. *Project Restrictions.* An approved project must not:

- (a) conflict with, or require the modification of ComEd's rates, terms, conditions, or standards of utility service; interfere with ComEd's provision of utility service under its tariffs; or establish or maintain any unreasonable difference in such rates, terms, conditions, or standards of utility service either as between localities or as between classes of service;
- (b) involve lobbying for any legislative or administrative action of any kind (aside from technical discussions ancillary to implementation of a project) or any expenditures in support of candidates for elected or appointed governmental office or positions; or
- (c) involve expenditures related to the purchase or sale of the electrical system serving residents in Chicago, including studies related to ComEd's performance under the Franchise Agreement.

ARTICLE 7

Contracts and Financial Transactions

Section 7.1. *Contracts.* The Board of Directors may authorize any officer or officers, employee or employees, or agent or agents of the Corporation, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2. *Loans.* No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in the name of the Corporation unless authorized by a resolution of the Board of Directors or by action of a duly empowered committee of the Board.

Such authority to make loans may be general or confined to specified instances. No loan shall be made by the Corporation to a director or officer of the Corporation.

Section 7.3. *Checks, Drafts, Etc.* All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness, issued in the name of the Corporation, shall be signed by one or more officers, employees or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments may be signed by the Treasurer or an assistant treasurer and countersigned by one other officer.

Section 7.4. *Deposits.* All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 7.5. *Gifts.* The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE 8

Books and Records

Section 8.1. *General.* The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any authority of the Board of Directors.

Section 8.2. *Inspection.* All books and records of the Corporation may be inspected by any director or any director's agent or attorney, for any proper purpose at any reasonable time.

Section 8.3. Financial Statements and Audit.

(a) The officers shall cause to be delivered to each Member, as soon as available, but in any event:

(i) within 45 days of the end of each calendar quarter, a balance sheet of the Corporation as of the end of such quarter and related statements of operations and cash flows for such month and the year to date, setting forth in each case in comparative form the figures for the same periods in the previous fiscal year; and

(ii) within 90 days after the end of each fiscal year, a balance sheet of the Corporation as at the end of such fiscal year and the related statements of operations and cash flow for such year, setting forth in each case in comparative form the figures for the previous fiscal year (to the extent such period's figures are available), certified by an accounting firm of recognized regional standing as being prepared in accordance with generally accepted accounting principles consistently applied.

(b) The officers shall cause each Member to be furnished with additional reports and financial statements deemed appropriate by the Board.

(c) The Corporation shall, through a publicly accessible website or similar public communications system, provide each Member and the public with the information described in this Section 8.3(c). The information shall include, but is not limited to, an annual report on the Corporation's selection criteria, organizations that have received grants, funded projects, outcomes of projects that have been funded, distributed and remaining funds, any external funds secured for distribution (*i.e.*, private foundations and other government grants), impacts of grant-funded projects on CAP goals and the impact of grant-funded projects on EIECs

Section 8.4. Tax Returns. The officers shall prepare and file, or cause to be prepared and filed, all tax returns required to be prepared and filed by the Corporation in accordance with legal requirements. The officers shall cause the Corporation to pay all taxes and other amounts shown to be due on such returns, including any estimated tax payments.

Section 8.5. Freedom of Information Act. The Corporation shall comply with the provisions of the Illinois Freedom of Information Act.

ARTICLE 9

Fiscal Year

The Corporation's fiscal year shall be the calendar year.

ARTICLE 10

Notices

Section 10.1. Manner of Notice. Whenever under the provisions of law, the Articles of Incorporation or these Bylaws, notice is required to be given to any director or member of any committee designated by the Board of Directors, it shall not be construed to require personal delivery. Such notice may be given in writing by depositing it in a sealed envelope in the United States mails, postage prepaid and addressed to such director or committee member at his or her address as it appears on the books of the Corporation, and such notice shall be deemed to be given at the time when it is thus deposited in the United States mails; or such notice may be given in writing by any other means and if given by such other means, shall be deemed given when received. Such requirement for notice shall be deemed satisfied if actual notice is received orally or in writing by the person entitled thereto as far in advance of the event with respect to which notice is given as the minimum notice period required by law, the Articles of Incorporation or these Bylaws.

Section 10.2. Waiver of Notice. Whenever any notice is required to be given by law, by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing or e-mail by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 10.3. *Open Meetings Act.* Notwithstanding anything to the contrary, any notice provided pursuant to this Article 10 shall comply with the requirements of the Open Meetings Act as applied.

ARTICLE 11

Indemnification and Insurance

Each person who at any time is or shall have been a director, officer or agent of the Corporation shall be indemnified by the Corporation in accordance with and to the full extent permitted by the General Not For Profit Corporation Act of Illinois as in effect at the time of adoption of this bylaw or as amended from time to time, and by any subsequent Illinois not for profit corporation law. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any by-law, agreement, vote of disinterested directors, or otherwise. If authorized by the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person to the full extent permitted by the General Not for Profit Corporation Act of Illinois as in effect at the time of the adoption of this by-law or as amended from time to time, and by any subsequent Illinois not for profit corporation law.

ARTICLE 12

Amendment

Subject to the approval required by Section 3.14(b)(i), the Board of Directors may alter, amend, or repeal these Bylaws or adopt new Bylaws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given.

Exhibit D

ComEd Ethics Policies

ComEd's Commitment to Ethics

ComEd is committed to maintaining a robust, comprehensive ethics program. While certain elements of the program described in this document are well-established and others are new, ComEd recognizes that an effective ethics program must constantly evolve in the face of changing risks. This document outlines ComEd's ethics program as it stands today, and the company's commitment to continuing improvements to its ethics policies and practices.

Governance and Risk Assessment

Ethics, compliance, and internal audit services are provided to ComEd through its holding company, Exelon. This increases independence, facilitates sharing of insights across multiple operating companies, allows ComEd greater access to resources than a stand-alone program, and improves efficiency.

ComEd's ethics program is managed by Exelon's Compliance and Audit group. That group is led by an Executive Vice President (EVP) who reports to Exelon's Chief Executive Officer and the Audit Committee of Exelon's Board of Directors and serves as a member of Exelon's Executive Committee.

The Compliance and Audit group was created in March 2020 by placing under joint oversight Exelon's Compliance & Ethics function (which previously had reported to Exelon's General Counsel), and its Internal Audit function (which previously had reported to the Chief Financial Officer). Exelon's Chief Compliance & Ethics Officer, who directly oversees Exelon's compliance and ethics program, and Chief Audit Executive, who directly oversees Exelon's internal audit function, now report to the EVP for Compliance and Audit. The Chief Audit Executive retains a direct report to the Audit Committee for audit independence purposes.

Exelon organizes the governance and risk management responsibilities of its compliance, internal audit, and enterprise risk management functions around the [Three Lines model](#) promulgated by the Institute of Internal Auditors. A review is underway to ensure that those responsibilities are clearly defined and appropriately allocated; we anticipate completing that review in Q4 2020.

The Compliance & Ethics team conducts an annual risk assessment process to identify ethics and compliance risks across the organization and assess controls for those risks. Following a review of that process during the summer of 2020, a substantial redesign of the risk assessment process has been undertaken, with implementation beginning in Q4 2020.

Ethical Conduct of Public Affairs

ComEd's responsibilities require frequent engagement with public officials on a wide range of operational and public policy issues. Exelon implemented four new policies in July 2020 governing

interactions with public officials by its employees, contractors (including external lobbyists and political consultants) and other agents. These policies, applicable enterprise-wide, strengthen guidance, oversight, and controls relating to interactions with public officials. The requirements of the four new policies, available in full [here](#) on Exelon's website, are set out below:

Interactions with Federal, State, and Local Public Officials

- Emphasizes Exelon's commitment to conducting public affairs with integrity and sets standards of conduct for interactions with public officials by Exelon employees, officers, and directors. In all four policies, "public official" refers to an elected or appointed public official, public employee, or candidate for public office, with a role or position that involves oversight of or influence over Exelon's interests.
- Establishes rules for providing "anything of value" to public officials. This includes, among other things, money, entertainment, meals, employment, contracts, benefits to public officials' family members, and directed charitable contributions.
- Covered employees may provide things of value to public officials only if:
 - Permitted by applicable laws, ethics regulations, and gift rules;
 - Done infrequently; and
 - Not done to influence, or because of, any official act by the public official.
- Anything of value provided to a public official must be reported to the business unit's Government Affairs team and accurately reflected in the company's books and records. Government Affairs must provide this information quarterly to Compliance & Ethics and the business unit's CEO and General Counsel.
- Establishes framework for tracking and handling referrals, recommendations, and requests regarding anything of value from public officials. Requires prompt reporting of public officials' referrals, recommendations, and requests to business unit Government Affairs teams and Compliance & Ethics. Routine service and constituent assistance requests and public affairs communications with public officials are excluded.
- Requires Compliance & Ethics to provide quarterly reports of public official referrals, recommendations, and requests to the Audit Committee of Exelon's Board and operating company Boards.

Due Diligence and Monitoring Procedure for Third Parties Engaged in Political Consulting and Lobbying Activities

- Establishes a due diligence process to ensure all lobbyists and political consultants have appropriate expertise and reputations. Both new and existing lobbyists and consultants must go through this process.
- Requires heightened scrutiny before engagement of lobbyists and consultants with close relatives who are public officials.

- Prohibits engagement of lobbyists and political consultants without prior approval of the business-level Government Affairs, General Counsel, and CEO, as well as the Chief Compliance & Ethics Officer.
- Requires written contracts for all lobbyists and political consultants that clearly define the scope of work, require compliance with applicable legal and ethics rules, complete training Exelon may designate, and prohibit subcontracting.
- Establishes mandatory procedures for monitoring the activities of lobbyists and political consultants. Each business unit's Government Affairs team is responsible for conducting: (i) detailed invoice reviews to ensure that work performed supports payment (Accounts Payable may not release payments to lobbyists and consultants until that review is complete); and (ii) mid-year and annual performance reviews to assess the quality and integrity of services provided.
- Requires semi-annual reports by Compliance & Ethics to Exelon's Audit Committee and operating company Boards regarding activities of third-party lobbyists and political consultants.

Referrals, Recommendations, and Requests from Public Officials Regarding Employment Decisions

- Establishes procedures to ensure that referrals, recommendations, and requests from public officials regarding employment decisions do not undermine Exelon's commitment to hire and promote the best-qualified, available candidates from diverse and well-qualified candidate slates.
- Prohibits hiring or promoting candidates for the purpose of influencing public officials.
- Disqualifies candidates from consideration if a public official's referral, request, or recommendation appears linked to an official act relating to Exelon, or if the recommended candidate is a close family member of the public official.
- Requires Exelon employees, officers, and directors to report employment referrals, recommendations, and requests made by public officials, and creates a tracking process for those requests. Candidates not disqualified for the reasons noted above may proceed through the application process if they are qualified and approval is granted by senior business unit leadership and Compliance & Ethics.
- Requires semi-annual reports by Compliance & Ethics to the Audit Committee of Exelon's Board and to operating company Boards regarding employment referrals, recommendations, and requests from public officials.

Vendors and Suppliers Affiliated with or Referred, Recommended, or Requested by Public Officials

- Establishes procedures to ensure that public officials' affiliations with, or advocacy for, vendors do not undermine Exelon's commitment to integrity in sourcing and contracting.
- Requires identification of vendors affiliated with public officials or their close family members, through due diligence during the sourcing process.

- Requires Exelon employees, officers, and directors to report referrals, recommendations, and requests from public officials to use specific vendors and creates a tracking process for those referrals, recommendations, and requests.
- Requires approval by senior business unit leadership and Compliance & Ethics prior to selection of vendors who are either affiliated with public officials or referred, recommended, or requested by public officials.
- Requires semi-annual reports by Compliance & Ethics to the Audit Committee of Exelon's Board and to operating company Boards regarding public official referrals, recommendations, and requests concerning vendor selection, and use of vendors with public official affiliations.

Implementation of New Policies Regarding Interactions With Public Officials

Between early July and early October 2020, Exelon delivered live interactive training on the new policies to more than 2,000 employees, external lobbyists, and consultants in more than 40 webinars. The training prioritized employees whose responsibilities make them most likely to interact with public officials. Employees also have access to a variety of reference materials regarding the policies, including a regularly updated FAQ document. Exelon will provide periodic refresher training on the policies, ensure that employees moving into roles involving contact with public officials receive training on the policies, and include information about the new policies in annual ethics training provided to all employees.

Exelon is now using a due diligence questionnaire to vet new lobbyists and consultants and expects to complete due diligence reviews of existing lobbyists and consultants during the fourth quarter of 2020.

The most complex implementation challenge concerning the new policies involves identifying vendors affiliated with public officials. Exelon has developed a process through which more than 7,000 vendors who have transacted at least \$10,000 in business with Exelon companies in the past year, as well as new vendors, will certify responses to a series of questions about their affiliations with public officials. All affirmative responses are reviewed by Compliance & Ethics. A pilot of the certification process was completed in September 2020. A second and larger wave of certifications, prioritizing ComEd and high-volume vendors, will launch in October 2020, with full implementation of the certification process for existing and new vendors by Q1 2021.

Exelon's internal audit team plans a review of implementation efforts during Q1 2021. The results of that review will be reported to senior Exelon and operating company management, the Audit Committee of Exelon's Board of Directors, and the Boards of ComEd and other operating companies.

Compliance With City of Chicago Ethics Requirements

ComEd tracks ethics requirements promulgated by the City of Chicago, including rules applicable to city contractors under the City's Ethics Ordinance, city contractor certification requirements, and restrictions imposed by executive order on certain categories of campaign contributions by

city contractors and affiliated parties. ComEd's Legal Department, in coordination with Exelon's Compliance & Ethics department, provides training on these requirements to relevant employees and must review all certifications provided to the City of Chicago.

Code of Business Conduct, Annual Training, and Certifications

Exelon maintains a detailed Code of Business Conduct, publicly accessible [here](#), and applicable to all employees, officers, directors, and third-party contractors, consultants, and agents across the enterprise. The Code was adopted in 2015 and is periodically reviewed and updated. The next review is anticipated in 2021.

The Code sets out Exelon's core values (which include "acting with integrity") and addresses a wide range of topics, among them conflicts of interest, workplace conduct, safety, protecting confidential information and other company assets, bribery and corruption, and competing with integrity. The Code of Conduct highlights the importance of speaking up and strictly prohibits any form of retaliation for raising questions or concerns about potential violations of the Code or compliance with applicable laws and regulations.

All employees must participate in annual Code of Conduct training. Additionally, all non-represented employees are required to complete an annual certification disclosing potential conflicts of interest and certifying their understanding of the Code. Completion of the training and certifications is tracked. New employees are required to complete Code of Conduct training when they join.

Monitoring and Enforcement of Ethics Standards

Exelon maintains a 24-hour ethics helpline that allows employees, the public and any other stakeholders to report ethics concerns as well as potential legal or regulatory violations. The helpline has both a phone and web portal option and reporters have the option to remain anonymous. Ethics reports also may be submitted directly to the Compliance & Ethics department via email or escalated via supervision or Human Resources.

All reported concerns are reviewed by a team within Compliance & Ethics, which assigns, coordinates and participates in investigations. (Beginning in November 2020, a dedicated, trained Human Resources investigative team will investigate allegations of harassment, discrimination and related matters). The Compliance & Ethics team retains oversight of all matters involving potential violations of the Code of Business Conduct to assure the fairness and consistency of investigations.

Sanctions for violations of compliance and ethics policies range from coaching to termination, and ordinarily are implemented by the business unit following a consensus process that includes input from Compliance & Ethics, Human Resources and the Legal Department. Compliance & Ethics maintains a database of reported ethics and compliance concerns, investigations, and resolutions. In 2020 Exelon committed to upgrading the software used to track ethics and

compliance reports and violations, which will facilitate more robust reporting and permit greater insight into trends and hot spots. Implementation of that software upgrade is anticipated during Q4 2020.

Exelon's Internal Audit team conducts independent testing of the implementation and effectiveness of financial and compliance controls. Internal Audit findings are shared with business leadership, the Compliance & Ethics team, and the Audit Committee. The Compliance & Ethics and Internal Audit teams regularly share information about compliance risks and observations regarding controls implementation.

Both the Compliance & Ethics and Internal Audit functions provide quarterly reports to the Exelon Board's Audit Committee.